

Notice of Regular Meeting

March 9, 2026, 5:00 p.m.

City Council Chamber, 3947 Lincoln Ave., Groves, TX



City Council

Notice is given that the Groves City Council will hold a regular meeting in person on the date, time, and location listed above. Live streaming of the meeting is available for viewing at <https://us02web.zoom.us/j/81542051639> or by scanning the QR code to the right. The City Council welcomes citizen participation at all City Council meetings on any agenda items within the limitations of law and decorum. City Council may adjourn into Executive Session to deliberate any agenda item listed if the matter for discussion meets an exception for Executive Session under Texas Government Code Chapter 551. The City Council may also deliberate in public on any item that is listed on the agenda for Executive Session.



Opening Agenda

1. Call meeting to order.
2. Prayer.
3. Pledge of Allegiance.
4. Roll Call.
5. Welcome and recognition of guests and news media.
6. Reports from Mayor, Council Members, or city staff.
7. Citizen comments.

Regular Agenda

8. Deliberate and act on the minutes of the February 23, 2026, City Council Meeting.
9. Deliberate and act on Ordinance 2026-05, authorizing the issuance and sale of \$26,000,000 City of Groves, Texas, certificates of obligation, Series 2026; levying taxes to provide for payment thereof; and containing other matters related thereto.
10. Deliberate and act to adopt Resolution 2026-10, authorizing an Interlocal Agreement with PACE Purchasing Cooperative and authorizing the City Manager to negotiate and execute all necessary documents.
11. Hear and deliberate on the presentation of the addition of a 9-hole disc golf course at West Groves and John Spikes Parks.
12. Hear and deliberate on a report from the City Marshal on the Groves B.L.O.C.K. Walk initiative that launched February 21, 2026.
13. Deliberate and act on Resolution 2026-07, authorizing the submittal of a State Homeland Security Program – LETPA FY2026 grant to purchase SWAT equipment and designate the City Marshal as the authorized officer.
14. Deliberate and act on Resolution 2026-08, authorizing the submittal of a State Homeland Security Program – Competitive NPA FY2026 grant to purchase a security trailer & designate the City Marshal as the authorized officer.
15. Deliberate and act on Resolution 2026-09, authorizing the submittal of a State Homeland Security Program – Regular FY2026 grant to purchase Ballistic Shields and designate the City Marshal as the authorized officer.
16. Deliberate and act on a Professional Services Agreement with Frontline Mobile Health for cancer screening for Fire Department Personnel.
17. Deliberate and act on Ordinance 2026-06, amending Sec. 9-1300 of the Code of Ordinances to allow business signs for home occupations in R-1 and R-2 Single-Family Residential Zoning Districts.
18. Deliberate and act on the March 9, 2026, Invoice List.

Executive Session

- 19. City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:
 - a. Section 551.071 (1) (A) – Consultation with Attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation.
- 20. Reconvene into open session.

Closing Agenda

- 21. Hear and deliberate on Council Member comments.
- 22. Adjourn

Special Accommodations

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact City Clerk Clarissa Thibodeaux at (409) 960-5773 or cthibodeaux@cigrovestx.com at least three days before the meeting.

Certification

I certify that the above notice of meeting was posted on the bulletin board and front door of City Hall, 3947 Lincoln Avenue, on March 3, 2026, at _____AM/PM.

City of Groves

City of Groves
Agenda Item Information Form

Council Meeting Date: 3/9/2026 Department: City Manager Agenda Item No. 8

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the minutes of the February 23, 2026, City Council Meeting.

Party(ies) requesting placement of this item on the agenda: Clarissa Thibodeaux, City Clerk

Submitted to City Manager's Office on: Date: 2/27/26 Time: 3:15 p.m. By: C THIBODEAUX

Explanation of Item: _____

Deadline for Approval: Immediately.

Staff Recommendation: Approval of minutes, as presented.

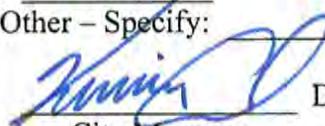
Alternative (if any) for consideration: _____

Identify any attachments to this document: February 23, 2026, City Council Minutes.

Minutes.

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 03/02/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item (if applicable): \$ _____
Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

A regular meeting of the Groves City Council was held on February 23, 2026, at 5:00 p.m. in the Groves City Council Chamber with Mayor Pro Tem Rae Shauna Gay, Councilmember Mark McAdams, Councilmember Brandon Holmes, and Councilmember Charles Chelette in attendance. Mayor Chris Borne was not in attendance. Mayor Pro Tem Gay called the meeting to order and welcomed the attendees. Councilmember McAdams then led the prayer and the Pledge of Allegiance.

Mayor Pro Tem Gay called for reports, and City Manager Kevin Carruth said that about an hour ago, he received a news release from TxDOT saying that the Rainbow Bridge project is six months ahead of schedule and should be opened and completed by the end of March. The second report Mr. Carruth had was regarding our first Block Walk on Saturday. Marshal Robin will give a more complete report at the next Council meeting, but it went really well: we covered 111 houses and made contact with about 40% of them. There were no more reports.

Mayor Pro Tem Gay asked for citizen comments, and there were none.

DELIBERATE AND ACT TO APPROVE THE MINUTES OF THE FEBRUARY 9, 2026, CITY COUNCIL MEETING: Councilmember McAdams moved to deliberate and act on the minutes of the February 9, 2026, City Council meeting as written, and Councilmember Chelette seconded. Mayor Pro Tem Gay asked for questions or comments, and there were none. The motion passed unanimously.

DELIBERATE AND ACT ON THE MINUTES OF THE FEBRUARY 12, 2026, PLANNING AND ZONING MEETING: City Clerk Clarissa Thibodeaux stated that this will be just receiving the minutes and no motion is needed. Ms. Thibodeaux asked whether all Council members had received the minutes from the February 12, 2026, Planning and Zoning Meeting in their packets, and they had.

PROCLAMATION FOR 2025 FIREMAN OF THE YEAR RYAN WILLIAMS: Mayor Pro Tem Gay then read and presented the Proclamation for 2025 Fireman of the Year to Ryan Williams.

DELIBERATE AND ACT ON A PROFESSIONAL SERVICES AGREEMENT WITH FRONTLINE MOBILE HEALTH FOR CANCER SCREENING TO FIRE DEPARTMENT PERSONNEL: Councilmember Holmes made a motion to deliberate and act on a Professional Services Agreement with Frontline Mobile Health for cancer screening to Fire Department Personnel, and Councilmember Chelette seconded. Mayor Pro Tem Gay then stated that the City staff recommends that the Council table this item so staff have additional time for further negotiations.

Councilmember Holmes amended his previous motion to table this item so additional negotiations can be made, and Councilmember Chelette seconded. There was no further discussion, and the motion to table passed unanimously.

DELIBERATE AND ACT ON APPROVAL OF A REPLAT OF 4000 HARRISON AVENUE, LEGAL DESCRIPTION TRACTS 1-A, 1-B, 2-A & 2-B, 0.8243 ACRES OF LAND, REPLAT PARTS OF LOTS 1, 2, & 3, BLOCK 32, "THE GROVES", PECAN GROVES SUBDIVISION, ALSO KNOWN AS JCAD PROPERTY ID 81970:

Councilmember Chelette made a motion to deliberate and act on approval of a replat of 4000 Harrison Avenue, legal description TRACTS 1-A, 1-B, 2-A & 2-B, 0.8243 ACRES OF LAND, REPLAT PARTS OF LOTS 1, 2, & 3, BLOCK 32, "THE GROVES", PECAN GROVES SUBDIVISION, also known as JCAD property ID 81970. Councilmember McAdams seconded. Councilmember Chelette asked whether they are dividing this property into four parcels, and Planning and Zoning Chairman Craig Plokhooy confirmed that this is correct. Mr. Plokhooy also stated that all four lots meet the minimum required square footage and all other applicable ordinances. There is also water and wastewater available on both sides, so there will be no utility issues. Planning and Zoning recommends approval of this replat. There were no further questions, and the motion passed unanimously.

DELIBERATE ON PRESENTATION OF THE 2025 UCR/NIBIRS REPORT: Marshal Robin then addressed the Council regarding this report. We are required to report UCR data to the State monthly. Marshal Robin then stated that this specific uniform crime report data is established by a standard by the Federal Bureau of Investigation and the Department of Public Safety in Texas. Marshal Robin then went over the crime statistics for the City of Groves for 2025, and overall crime rates remained stable, with minor variations in certain categories. Marshal Robin then stated that the Groves PD is dedicated to continuing to monitor crime trends both locally and regionally across the State of Texas and will adjust our strategies accordingly as needed. Recruitment and retention efforts are showing measurable progress, with the four officers in the current academy who expect to graduate in May leaving us with only one vacancy at this time. Marshal Robin then stated they have also secured several successful grants, including the Flock Safety Program.

Councilmember Holmes asked Marshal Robin whether the Flock Safety equipment is primarily used for burglary, theft, and auto-related incidents, and Marshal Robin confirmed that this is correct. Councilmember Holmes then stated that those categories appear to be among the numbers that went up this past year. There were no further questions.

DELIBERATE ON PRESENTATION OF THE 2025 RACIAL PROFILING REPORT: Marshal Robin stated that this is required by the Texas Commission of Law Enforcement to every year prior to the first of March we publish this data provided to the State of Texas through the Texas Commission of Law Enforcement. One of their requirements is that it be presented to our local Council as well. This is primarily generated by our ticket writers using a software program called Brazos, which compiles all the data for entry into the TCOLE website. Texas Law also requires every law enforcement agency to adopt a written policy on racial profiling. Marshal Robin then covered the 2025 Racial Profiling Report for the Groves Police Department. Overall, the distribution of stops does not indicate any type of disproportionate concentration of enforcement actions against any single race or ethnicity. No racial profiling complaints were filed against the Groves PD in 2025. There was no further discussion.

DELIBERATE AND ACT ON A MEMORANDUM OF UNDERSTANDING FOR COOPERATION BETWEEN THE JEFFERSON COUNTY SHERIFF'S OFFICE AND GROVES PD REGARDING USE OF THE JCSO FIREARMS TRAINING RANGE: Councilmember Chelette made a motion to deliberate and act on a Memorandum of Understanding for cooperation between the Jefferson County Sheriff's Office and Groves PD regarding use of the JCSO firearms training range. Councilmember McAdams seconded. Councilmember Chelette asked if we would have any dues for this, and Marshal Robin stated we would not. Something like this would allow us to coordinate with other agencies and work on interlocal training and interaction. Councilmember Chelette asked what the standard notice period is for setting up a training session, and Marshal Robin stated that it should be at least a few weeks in advance. Councilmember Chelette stated that this agreement would make us liable for any damage, and Marshal Robin agreed. Councilmember McAdams asked how many times a year they want to use this facility, and Marshal Robins stated that it is to be determined, but he hopes to use it several times. Councilmember Holmes asked whether the legal part of this Memorandum of Understanding has been reviewed, and Marshal Robin stated that he has not seen anything of concern, and that this is the same MOU used for all agencies that utilize this facility. There were no further questions, and the motion passed unanimously.

DELIBERATE AND ACT ON THE FEBRUARY 23, 2026, INVOICE LIST: Councilmember McAdams made a motion to deliberate and act on the February 23, 2026, Invoice List for a total of \$163,443.06, and Councilmember Chelette seconded.

INVOICES: City Manager Kevin Carruth presented invoices for payment totaling \$163,443.06 as follows:

1. A&A Radiator	Build and install radiator on North Plant Generator.	\$10,000.00
2. Beck	Replace pneumatic actuator with electric on filter #4.	\$12,668.75
3. CITI Bank	Purchasing cards payment.	\$13,452.00
4. City of Port Arthur	Garbage and trash collection January 2026.	\$23,290.00
5. Enterprise	Vehicle lease payment.	\$14,934.47
6. Lower Neches Valley Authority	Raw water purchased for January 2026.	\$30,951.28
7. PVS DX, INC	Chlorine for Water Plant.	\$6,861.60
8. Republic Services Inc.	Container service for December 2025.	\$10,292.93
9. Republic Services Inc.	Container service for January 2026.	\$10,145.70
10. Republic Services Inc.	Sludge disposal for January 2026.	\$8,479.69
11. SHI Government Solutions, Inc.	Zoom and Microsoft subscriptions.	\$7,576.64
12. Zone Ind.	Inplant lift station pump.	\$14,790.00

Mayor Pro Tem Gay asked for questions, and Councilmember Chelette asked about the actuators and whether we had just replaced some. Public Works Director Troy Foxworth stated that we did, but this one came after those. There were no further questions, and the motion passed unanimously.

Mayor Pro Tem Gay stated that there was an Executive Session item on the agenda, but the Council will not hold an Executive Session since there is nothing to discuss.

Mayor Pro Tem Gay asked for Council comments, and Councilmember McAdams stated that Mayor Pro Tem Gay did a great job at tonight's meeting. Councilmember McAdams also thanked Marshal Robin for all of the information he presented. Councilmember Holmes thanked Police, Fire, and EMS for their service and stated that he is thankful for being in a place where we can recognize those who have done their job, stayed with us, and served this community. Mayor Pro Tem Gay congratulated Fireman of the Year Ryan Williams.

There being no further business, the meeting was adjourned at 5:34 p.m.

Mayor Borne

ATTEST:

City Clerk

City of Groves
Agenda Item Information Form

Council Meeting Date: 3/9/2026 Department: City Manager Agenda Item No. 9

Title for Item (same as to be placed on Agenda): Deliberate and act on Ordinance 2026-05, authorizing the issuance and sale of \$26,000,000 City of Groves, Texas, certificates of obligation, Series 2026; levying taxes to provide for payment thereof; and containing other matters related thereto.

Party(ies) requesting placement of this item on the agenda: City Manager, Kevin Carruth

Submitted to City Manager's Office on: Date: 3/4/26 Time: 12:00 p.m. By: C. THIBODEAUX

Explanation of Item: _____

Deadline for Approval: _____

Staff Recommendation: _____

Alternative (if any) for consideration: _____

Identify any attachments to this document: _____

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance - Number 2026-05 Resolution - Number _____ Other - Specify: _____

Signed: _____ Date: _____ Approved: _____ Date: _____
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

ORDINANCE NO. 2026-____

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$26,000,000 CITY OF GROVES, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING TAXES TO PROVIDE FOR PAYMENT THEREOF; AND CONTAINING OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

CITY OF GROVES §

WHEREAS, the City Council of the **City of Groves, Texas** (the "City"), has heretofore authorized the publication and posting of a notice of intention to issue certificates of obligation to the effect that the City Council would meet on March 9, 2026, the date tentatively set for passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of certificates of obligation payable from City ad valorem taxes and a pledge of certain surplus revenues of the City's water and sewer system, or as soon thereafter as may be practicable, for the purpose of evidencing the indebtedness of the City to finance the construction of public works, more specifically, the construction of road and street improvements, improvements to the City's water system and wastewater treatment system, including acquisition and installation of automatic water meters and rehabilitation, sewer line bottleneck repairs and improvements and upgrades to the City's wastewater treatment plant, improvements to the City's parks and park facilities, and any items related thereto, and payment of professional services incurred in connection with any of the foregoing, and to pay the cost of issuance of such certificates of obligation; and

WHEREAS, such notice was published and posted at the times and in the manner required by the Constitution and the laws of the State of Texas and the United States of America, respectively, particularly Chapter 271, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, no petition or other request has been filed with or presented to any official of the City requesting that any of the proceedings authorizing such certificates of obligation be submitted to a referendum or other election; and

WHEREAS, the City Council of the City has determined to authorize such certificates of obligation for the purposes set out in this Ordinance; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271 of the Local Government

Code, as amended;

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE CITY OF GROVES, TEXAS:

1. Preamble. The matters and facts contained in the preamble to this Ordinance are hereby found to be true and correct.

2. Definitions. Throughout this Ordinance, the following terms and expressions as used herein shall have the meanings set forth below:

The term "Bond Insurer" shall mean _____.

The term "Business Day" shall mean any day which is not a Saturday, Sunday, a legal holiday, or a day on which the Registrar is authorized by law or executive order to close.

The term "Certificates" or "Series 2026 Certificates" shall mean the **City of Groves, Texas, Certificates of Obligation, Series 2026**, authorized in this Ordinance, unless the context clearly indicates otherwise.

The term "City" shall mean the **City of Groves, Texas**.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

The term "Construction Fund" shall mean the construction fund established by the City pursuant to Section 19 of this Ordinance.

The term "DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

The term "DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among the DTC Participants.

The term "Interest and Sinking Fund" shall mean the interest and sinking fund established by the City pursuant to Section 19 of this Ordinance.

The term "Interest Payment Date", when used in connection with any Certificate, shall mean

March 1, 2027, and each March 1 and September 1 thereafter until maturity or earlier redemption.

The term "Issuance Date" shall mean the date on which the Certificates are authenticated by the Registrar and are delivered to and paid for by the Underwriters. Certificates delivered upon transfer of or in exchange for other Certificates shall bear the same issuance date as the Certificate or Certificates in lieu of or in exchange for which the new Certificate or Certificates may be delivered.

The term "Letter of Representation" shall mean the Letter of Representation delivered by the City to DTC.

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "Municipal Bond Insurance Policy" shall mean the financial guaranty insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Certificates as provided therein.

The term "Ordinance" as used herein and in the Certificates shall mean this Ordinance authorizing the Certificates.

The term "Owner" or "Registered Owner", when used with respect to any Certificate, shall mean the person or entity in whose name such Certificate is registered in the Register.

The term "Paying Agent" shall mean the Registrar.

The term "Record Date" shall mean, for any Interest Payment Date, the 15th day of the month next preceding such Interest Payment Date.

The term "Register" shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

The term "Registrar" shall mean **BOKF, N.A., Dallas**, Texas, and its successors in that capacity.

The term "Rule" means SEC Rule 15c2-12, as amended from time to time.

The term "SEC" shall mean the United States Securities and Exchange Commission and its successors.

The term "Surplus Revenues" shall mean the revenues of the System remaining after deduction of the reasonable and necessary expenses of operation and maintenance of the System and all debt service, reserve and other requirements in connection with the City's revenue bonds or

other obligations (now or hereafter outstanding), which are payable from all or any part of the surplus revenues of the System.

The term "System" shall mean the City's water and sewer system.

The term "Underwriters" shall mean BOK Financial Securities, Inc. and Raymond James.

3. Authorization. The Certificates shall be issued in fully registered form, without coupons, in the total authorized aggregate amount of **TWENTY-SIX MILLION DOLLARS (\$26,000,000)**, for the purpose of evidencing the indebtedness of the City for the cost of financing the construction of public works, more specifically, the construction of road and street improvements, improvements to the City's water system and wastewater treatment system, including acquisition and installation of automatic water meters and rehabilitation, sewer line bottleneck repairs and improvements and upgrades to the City's wastewater treatment plant, improvements to the City's parks and park facilities, and any items related thereto, and payment of professional services incurred in connection with any of the foregoing, and to pay the cost of issuance of such certificates of obligation (the "Project").

4. Designation, Date, and Interest Payment Dates. The Certificates shall be designated as the "**CITY OF GROVES, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2026**", and shall be dated March 1, 2026. The Certificates shall bear interest from the later of the date the Certificates are delivered to the Underwriters, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, interest payable on March 1, 2027 and semi-annually thereafter on March 1 and September 1 of each year until maturity or earlier redemption.

5. Certificates, Numbers and Denominations. Other than the Initial Certificate, which shall be numbered I-1, the Certificates shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance:

<u>Certificate Number</u>	<u>Year and Date of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	09/01/2027	\$ 80,000	%
R-2	09/01/2028	\$ 880,000	%
R-3	09/01/2029	\$ 920,000	%
R-4	09/01/2030	\$ 960,000	%
R-5	09/01/2031	\$1,005,000	%
R-6	09/01/2032	\$1,055,000	%
R-7	09/01/2033	\$1,105,000	%
R-8	09/01/2034	\$1,155,000	%

R-9	09/01/2035	\$1,210,000	%
R-10	09/01/2036	\$1,265,000	%
R-11	09/01/2037	\$1,325,000	%
R-12	09/01/2038	\$1,385,000	%
R-13	09/01/2039	\$1,450,000	%
R-14	09/01/2040	\$1,515,000	%
R-15	09/01/2041	\$1,585,000	%
R-16	09/01/2042	\$1,660,000	%
R-17	09/01/2043	\$1,735,000	%
R-18	09/01/2044	\$1,820,000	%
R-19	09/01/2045	\$1,900,000	%
R-20	09/01/2046	\$1,990,000	%

On the Closing Date, one Initial Certificate numbered I-1 and representing the entire principal amount of all Certificates, payable in stated installments to the Underwriters, or its designee, executed by the manual or facsimile signatures of the Mayor or Mayor Pro Tem and City Clerk of the City, approved by the Attorney General, and registered and manually or electronically signed by the Comptroller, will be delivered to the Underwriters or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Underwriters one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity, registered in the name of Cede & Co., as the nominee of DTC

Certificates delivered upon transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

6. Execution of Certificates; Seal. The Certificates shall be signed by the Mayor of the City and countersigned by the City Clerk of the City, and signed by the City Attorney approving the form and legality thereof, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

7. Approval by Attorney General; Registration by Comptroller. The Initial Certificate to be initially issued shall be delivered to the Attorney General of the State of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually or electronically executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in Section 17 of this Ordinance shall be attached or affixed to the initial Certificates.

8. Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Registrar, only Certificates which bear thereon a certificate of authentication, substantially in the form provided in Section 17(a) of this Ordinance, manually or electronically executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificates so authenticated were delivered by the Registrar hereunder. The Registrar shall not authenticate any Certificates until the initially issued Certificates have been canceled.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Certificates. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable, at the designated corporate trust office of the Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

10. Successor Registrars. The City covenants that at all times while any Certificates are outstanding it will provide a bank, trust company, financial institution or other entity duly qualified and duly authorized to act as Registrar for the Certificates. The City reserves the right to change the Registrar on not less than sixty (60) days' written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

11. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a

new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) business days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal or interest on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section 12 shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the provisions of Texas law, including to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange; Special Election for Uncertificated Certificates. So long as any Certificates remain outstanding, the Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Certificate for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Registrar for a Certificate or Certificates of the same maturity and interest rate in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Registrar

shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section 13. Each Certificate delivered in accordance with this Section 13 shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

Neither the City nor the Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation on transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Certificate called for redemption in part.

Notwithstanding any other provision hereof, upon initial issuance of the Certificates but at the sole election of the Underwriters, the ownership of the Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof. If the Underwriters shall elect to invoke the provisions of this Section, then the City shall not discontinue the use of the DTC without the consent of the Underwriters, and the following provisions shall take effect with respect to the Certificates.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner of a Certificate, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner of a Certificate, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates.

Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of all matters with respect to such Certificates, for the purpose of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such

payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner as shown in the Register, shall receive a certificate for a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that the City or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representation and that it is in the best interest of the beneficial Owners of the Certificates that they be able to obtain certificated Certificates, or if DTC Participants owning at least 50% of the Certificates outstanding based on current records of the DTC determine that continuation of the system of book-entry transfers through the DTC (or a successor securities depository) is not in the best interest of such beneficial Owners of the Certificates, or in the event DTC discontinues the services described herein, the City or the Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, and notify DTC of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Certificates, and all notices with respect thereto, shall be made and given in the manner provided in the Letter of Representation.

14. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Registrar of a mutilated Certificate, the Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Certificate of like amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection

therewith and any other associated expenses, including the fees and expenses of the Registrar.

The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section 14 shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

15. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

16. Optional and Mandatory Redemption and Redemption Provisions. (a) Optional Redemption. The City reserves the right, at its option, to redeem Certificates having stated maturities on and after September 1, 20____, in whole or in part, on September 1, 20____, or any

date thereafter, at a price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the Registrar shall select by lot the Certificates, or portions thereof, to be redeemed.

(b) Mandatory Redemption. The Certificates maturing in the years _____ and _____ shall be issued as Term Certificates and shall be subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM CERTIFICATES DUE SEPTEMBER 1, 20_____

<u>Date</u>	<u>Amount</u>
-------------	---------------

TERM CERTIFICATES DUE SEPTEMBER 1, 20_____

<u>Date</u>	<u>Amount</u>
-------------	---------------

The Paying Agent shall select for redemption by lot, or by any other customary method that results in random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on the scheduled mandatory redemption date, and shall give notice of such redemption in accordance with this Ordinance. The principal amount of Term Certificates required to be mandatorily redeemed shall be reduced, at the option of the City, by the principal amount of Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof not previously credited against a mandatory sinking fund redemption.

(c) General Redemption Provisions. Certificates may be redeemed only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a

portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with Section 13 hereof, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Not less than thirty (30) days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to each Owner of each Certificate to be redeemed in whole or in part, at the address of the Owner appearing on the Register at the close of business on the Business Day next preceding the date of the mailing of such notice. Such notice shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all the Certificates are to be redeemed, the numbers of the Certificates or portions thereof to be redeemed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part and due provision made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of being paid solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

17. Form. (a) General Form of the Certificates. The Initial Certificates, including the form of the Registrar's Authentication Certificate, the form of Assignment, the form of the Statement of Insurance, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas which shall be attached or affixed to the Initial Certificates, shall be in the form set forth in Section 17(b) below. Other than the Initial Certificates, the form of the Certificates, including the form of the Registrar's Authentication Certificate, the form of Assignment and the form of the Statement of Insurance, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF JEFFERSON

NUMBER
R-____
REGISTERED

DENOMINATION
\$ _____
REGISTERED

CITY OF GROVES, TEXAS

CERTIFICATE OF OBLIGATION
SERIES 2026

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>ISSUANCE DATE:</u>	<u>CUSIP:</u>
%	September 1, _____	March 1, 2026	April __, 2026	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF GROVES, TEXAS (the "City"), promises to pay to the registered owner identified above, or registered assigns, on the date specified above, upon presentation and surrender of this certificate at the designated corporate trust office of BOKF, N.A., Dallas, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date of this Certificate or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check on March 1, 2027 and semi-annually thereafter on each March 1 and September 1 mailed to the registered owner as shown on the books of registration kept by the Registrar as of the 15th business day of the month next preceding each interest payment date.

THIS CERTIFICATE is one of a duly authorized issue of Certificates of Obligation, aggregating \$26,000,000 (the "Certificates"), issued in accordance with the Constitution and the laws of the State of Texas, particularly Chapter 271, Texas Local Government Code, as amended, for the purpose of evidencing the indebtedness of the City to finance the construction of public works, more specifically, the construction of road and street improvements, improvements to the City's water system and wastewater treatment system, including acquisition and installation of automatic water meters and rehabilitation, sewer line bottleneck repairs and improvements and upgrades to the City's wastewater treatment plant, improvements to the City's parks and park facilities, and any items related thereto, and payment of professional services incurred in connection with any of the foregoing, and to pay the cost of issuance of the Certificates, pursuant to an ordinance duly adopted by the City Council of the City on March 9, 2026 (the "Ordinance"), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT, at its option, to redeem the Certificates having stated maturities on or after September 1, 20____, in whole or in part, on September 1, 20____ or any date thereafter, in integral multiples of \$5,000, at a price of par plus accrued interest to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of

redeeming the Certificates.

The Certificates maturing in the years _____ and _____ shall be issued as Term Certificates and shall be subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM CERTIFICATES DUE SEPTEMBER 1, 20

<u>Date</u>	<u>Amount</u>
-------------	---------------

TERM CERTIFICATES DUE SEPTEMBER 1, 20

<u>Date</u>	<u>Amount</u>
-------------	---------------

The Paying Agent shall select for redemption by lot, or by any other customary method that results in random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on the scheduled mandatory redemption date, and shall give notice of such redemption in accordance with this Ordinance. The principal amount of Term Certificates required to be mandatorily redeemed shall be reduced, at the option of the City, by the principal amount of Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof not previously credited against a mandatory sinking fund redemption.

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior the date fixed for redemption by first class mail, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar.

When Certificates or portions thereof have been called for redemption and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CERTIFICATES are exchangeable at the principal corporate trust office of the Registrar for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of this Ordinance.

NEITHER THE CITY NOR THE REGISTRAR shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation on transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Certificate called for redemption in part.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate either (i) is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City, and have been pledged irrevocably for such payment.

IT IS FURTHER certified, recited and represented that the Surplus Revenues to be derived from the operation of the City's waterworks and sewer system (the "System"), but only to the extent

of and in an amount not to exceed One Thousand Dollars (\$1,000.00) in the aggregate, are also pledged to the payment of the principal of and interest on this Certificate and the series of Certificates of which it is a part to the extent that taxes may ever be insufficient or unavailable for said purpose, all as set forth in the Ordinance to which reference is made for all particulars; provided, however, that such pledge of Surplus Revenues is and shall be junior and subordinate in all respects to the pledge of such Surplus Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of such Surplus Revenues to the payment of this Certificate and that series of Certificates of which it is a part, and the City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues of the System, secured by a pledge of the Surplus Revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing this Certificate and the series of Certificates of which it is a part.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of the City and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

CITY OF GROVES, TEXAS

Chris Borne, Mayor

Clarissa Thibodeaux, City Clerk

(SEAL)

Approved as to form and legality.

Brandon Monk, City Attorney
City of Groves, Texas

Form of Registration Certificate
of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this ____ day of _____, 2026.

(Seal)

XXXXXXXX
Comptroller of Public Accounts
of the State of Texas

Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

BOKF, N.A.

By: _____
Authorized Signature
Date of Authentication _____

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

Form of Statement of Insurance

(b) Form of Initial Certificate. The initial Certificates shall be issued as a single, fully registered Certificate in the aggregate principal amount of \$26,000,000, shall be numbered I-1 and shall be registered in the name of the Underwriters or the designee thereof or as specified in the Certificate Purchase Agreement, and shall be in the following form, including the form of Registration Certificate of the Comptroller of Public Accounts, the form of Assignment and the form of the Statement of Insurance, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance, and the Initial Certificate may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to bond insurance). Any portion of the text of any Initial Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate. The Initial Certificates shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Initial Certificates as evidenced by their execution thereof.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF JEFFERSON

NUMBER
I-1
REGISTERED

DENOMINATION
\$26,000,000
REGISTERED

CITY OF GROVES, TEXAS
 CERTIFICATE OF OBLIGATION
 SERIES 2026

Dated Date: Date of Delivery: CUSIP:
 March 1, 2026 April ____, 2026 _____
 Registered Owner: BOK Financial Securities, Inc. and Raymond James
 Principal Amount: TWENTY-SIX MILLION DOLLARS

The City of Groves, Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the principal amount above stated on September 1 in the years and in principal installments in accordance with the following schedule:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
09/01/2027	\$ 80,000	%
09/01/2028	\$ 880,000	%
09/01/2029	\$ 920,000	%
09/01/2030	\$ 960,000	%
09/01/2031	\$1,005,000	%
09/01/2032	\$1,055,000	%
09/01/2033	\$1,105,000	%
09/01/2034	\$1,155,000	%
09/01/2035	\$1,210,000	%
09/01/2036	\$1,265,000	%
09/01/2037	\$1,325,000	%
09/01/2038	\$1,385,000	%
09/01/2039	\$1,450,000	%
09/01/2040	\$1,515,000	%
09/01/2041	\$1,585,000	%
09/01/2042	\$1,660,000	%
09/01/2043	\$1,735,000	%
09/01/2044	\$1,820,000	%

09/01/2045	\$1,900,000	%
09/01/2046	\$1,990,000	%

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Date of Delivery at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing March 1, 2027, until maturity or prior redemption. Principal installments of this Certificate are payable in the year of maturity or on a redemption date to the registered owner hereof by BOKF, N.A. (the 'Paying Agent/Registrar'), upon presentation and surrender, at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding such interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificate shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Date of Delivery of this Certificate is April ____, 2026 (the "Date of Delivery").

THIS CERTIFICATE is one of a duly authorized issue of Certificates of Obligation, aggregating \$26,000,000 (the "Certificates"), issued in accordance with the Constitution and the laws of the State of Texas, particularly Chapter 271, Texas Local Government Code, as amended, for the purpose of evidencing the indebtedness of the City to finance the construction of public works, more specifically, the construction of road and street improvements, improvements to the City's water system and wastewater treatment system, including acquisition and installation of automatic water meters and rehabilitation, sewer line bottleneck repairs and improvements and upgrades to the City's wastewater treatment plant, improvements to the City's

parks and park facilities, and any items related thereto, and payment of professional services incurred in connection with any of the foregoing, and to pay the cost of issuance of the Certificates, pursuant to an ordinance duly adopted by the City Council of the City on March 9, 2026 (the "Ordinance"), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT, at its option, to redeem the Certificates having stated maturities on or after September 1, 20____, in whole or in part, on September 1, 20____ or any date thereafter, in integral multiples of \$5,000, at a price of par plus accrued interest to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

The Certificates maturing in the years _____ and _____ shall be issued as Term Certificates and shall be subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM CERTIFICATES DUE SEPTEMBER 1, 20____

<u>Date</u>	<u>Amount</u>
-------------	---------------

TERM CERTIFICATES DUE SEPTEMBER 1, 20____

<u>Date</u>	<u>Amount</u>
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The Paying Agent shall select for redemption by lot, or by any other customary method that results in random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on the scheduled mandatory redemption date, and shall give notice of such redemption in accordance with this Ordinance. The principal amount of Term Certificates required to be mandatorily redeemed shall be reduced, at the option of the City, by the principal amount of Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall

have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof not previously credited against a mandatory sinking fund redemption.

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior the date fixed for redemption by first class mail, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CERTIFICATES are exchangeable at the principal corporate trust office of the Registrar for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of this Ordinance.

NEITHER THE CITY NOR THE REGISTRAR shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation on transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Certificate called for redemption in part.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate either (i) is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed,

to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City, and have been pledged irrevocably for such payment.

IT IS FURTHER certified, recited and represented that the Surplus Revenues to be derived from the operation of the City's waterworks and sewer system (the "System"), but only to the extent of and in an amount not to exceed One Thousand Dollars (\$1,000.00) in the aggregate, are also pledged to the payment of the principal of and interest on this Certificate and the series of Certificates of which it is a part to the extent that taxes may ever be insufficient or unavailable for said purpose, all as set forth in the Ordinance to which reference is made for all particulars; provided, however, that such pledge of Surplus Revenues is and shall be junior and subordinate in all respects to the pledge of such Surplus Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of such Surplus Revenues to the payment of this Certificate and that series of Certificates of which it is a part, and the City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues of the System, secured by a pledge of the Surplus Revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing this Certificate and the series of Certificates of which it is a part.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of the City and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

CITY OF GROVES, TEXAS

Chris Borne, Mayor

Clarissa Thibodeaux, City Clerk

(SEAL)

Approved as to form and legality.

Brandon Monk, City Attorney
City of Groves, Texas

Form of Registration Certificate
of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this ____ day of _____, 2026.

(Seal)

XXXXXXXX
Comptroller of Public Accounts
of the State of Texas

Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

BOKF, N.A.

By: _____
Authorized Signature _____
Date of Authentication _____

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

Statement of Insurance

18. Legal Opinion; CUSIP Numbers. The approving opinion of Creighton, Fox, Johnson & Mills, PLLC, Beaumont, Texas, Bond Counsel, and CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Certificates.

19. Interest and Sinking Fund; Tax Levy; Pledge of Surplus Revenues; Construction Fund.
(a) The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance are hereby irrevocably pledged and shall be deposited, as collected, in a special fund to be designated "City of Groves, Texas, Certificates of Obligation, Series 2026, Interest and Sinking Fund". While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner within the limits prescribed by law, and at the same time other City taxes are levied, assessed and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the City sufficient to pay the current interest on the Certificates as the same becomes due (but never less than

2% of the original principal amount of the Certificates), and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures in each year, full allowance being made for delinquencies and costs of collection, and said taxes when collected shall be applied to the payment of the interest on and principal of the Certificates and to no other purpose.

(b) As authorized by the Act and Chapter 1502, Texas Government Code, as amended, the Surplus Revenues of the System, but only to the extent of and in an amount not to exceed \$1,000 in the aggregate, are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge of Surplus Revenues is and shall be junior and subordinate in all respects to the pledge of the Surplus Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of such Surplus Revenues to the payment of the Certificates; and the City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing this series of Certificates.

(c) There is hereby created and there shall be established on the books of the City a separate account to be entitled the "City of Groves, Texas, Certificates of Obligation, Series 2026, Construction Fund". Immediately after the sale and delivery of the Certificates, that portion of the proceeds of the Certificates to be used for paying all or any part of the cost of the Project, the cost of professional services incurred in connection therewith, and the issuance costs of the Certificates shall be deposited into the Construction Fund and disbursed for such purposes. Upon completion of the Project, the monies, if any, remaining in the Construction Fund shall be transferred and deposited by the City into the Interest and Sinking Fund.

20. Further Proceedings. After the Certificates shall have been executed, it shall be the duty of the Mayor or City Manager of the City to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General of the State of Texas for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General of the State of Texas, the Certificates shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Certificates to be initially issued, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall sign (by manual or facsimile signature) the Comptroller's Registration Certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon. In addition, the Mayor, the City Manager, the City Clerk and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary or convenient to carry out the purposes of this Ordinance.

Any one or more of the Mayor, the City Manager or the City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such

acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager and the City Clerk, are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

21. Sale of Certificates; Certificate Insurance. The Certificates are hereby sold and shall be delivered to the Underwriters at a price of par of \$26,000,000.00, plus a premium of \$ _____, and less an underwriter's discount of \$ _____, in accordance with the terms of a written Certificate Purchase Agreement dated March 9, 2026 between the City and the Underwriters, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The form of the Certificate Purchase Agreement is hereby approved and authorized and the Mayor is hereby authorized to execute the Certificate Purchase Agreement on behalf of the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary or desirable to satisfy the conditions set out herein and to provide for the issuance and delivery of the Certificates. The City finds that the net effective interest rate payable under the Certificates is _____% and the true interest cost is _____%.

The City hereby ratifies, authorizes and approves, in connection with the sale of the Certificates the preparation and distribution of the Preliminary Official Statement dated March ____, 2026, and an Official Statement dated March 9, 2026. The appropriate officials of the City are hereby authorized to sign such Official Statement and/or to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

The purchase of and payment of the premium for the Municipal Bond Insurance Policy by in accordance with the terms of a commitment for such insurance presented to and hereby approved by the City is hereby authorized. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Certificates of an appropriate legend regarding such insurance is hereby approved.

22. Defeasance. The City may defease the provisions of this Ordinance and discharge its obligation to the Owners of any or all of the Certificates to pay principal, interest and redemption premium, if any, thereon in any manner permitted by law.

23. Tax Exemption. (a) The City intends that the interest on the Certificates shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code, and applicable regulations. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Certificates to be includable in gross income, as defined in Section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of this Section; provided, however, that the City shall not be required to comply with any particular requirement of this Section if the City has received an opinion of nationally recognized bond counsel (a "Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section.

(b) The City covenants and agrees that its use of Net Proceeds of the Certificates will at all times satisfy the following requirements:

(i) The City will use all of the Net Proceeds of the Certificates for financing the Project and to pay the professional fees described in Section 3 and for payment of the costs of issuing the Certificates. The City has limited and will limit with respect to the Certificates the amount of original or investment proceeds thereof to be used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than 10% of the Net Proceeds of the Certificates ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit. Any use of proceeds of the Certificates in any manner contrary to the guidelines set forth in Revenue Procedure 93-19, including any revisions or amendments thereto, shall constitute the use of such proceeds in the trade or business of one who is not a governmental unit;

(ii) The City has not permitted and will not permit more than 5% of the Net Proceeds of the Certificates to be used in the trade or business of any person other than a

governmental unit if such use is unrelated to the governmental purpose of the Certificates. Further, the amount of private-use proceeds of the Certificates in excess of 5% of the Net Proceeds thereof ("excess private-use proceeds") did not and will not exceed the proceeds of the Certificates expended for the governmental purpose of the Certificates to which such excess private-use proceeds relate;

(iii) Principal of and interest on the Certificates shall be paid solely from ad valorem tax receipts collected by the City and the Surplus Revenues of the System to the extent pledged hereunder and from any other lawful funds available to the City. Further, no person using more than 10% of the Net Proceeds of the Certificates in a trade or business, other than a governmental unit, has made or shall make payments (other than as a member of the general public), directly or indirectly, accounting for more than 10% of such receipts;

(iv) The City has not permitted and will not permit with respect to the Certificates an amount of proceeds thereof exceeding the lesser of (a) \$5,000,000 or (b) 5% of the Net Proceeds of the Certificates to be used, directly or indirectly, to finance loans to persons other than a governmental unit; and

(v) The City will use a portion of the Net Proceeds of the Certificates to pay the costs of issuance of the Certificates.

When used in this Section, the term "Net Proceeds" of the Certificates shall mean the proceeds from the sale thereof to the Underwriters, including investment earnings on such proceeds, less accrued interest with respect to such issue.

(c) The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code and applicable regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such regulations.

(d) The City shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the City will reasonably expect that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable regulations thereunder. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from the proceeds of the Certificates, regulate investments of such proceeds and amounts, and take such other and further action as may be required so that the Certificates will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable regulations thereunder.

(e) The City will take all necessary steps to comply with the requirement that certain

amounts earned by the City on the investment of the "gross proceeds" of the Certificates (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government, and (iii) pay, not less often than every 5th anniversary date of the delivery of the Certificates, and within sixty (60) days after retirement of the Certificates, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(f) The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with Section 149(e) of the Code and applicable regulations thereunder.

(g) Qualified Tax-Exempt Obligations. Not applicable.

Section 24. Application of Proceeds. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (a) \$ _____ from the sale of the Certificates shall be used to pay the costs of issuing the Certificates not later than 90 days after such issuance; and
- (b) \$ _____ from the sale of the Certificates shall be issued to pay the premium on the Municipal Bond Insurance Policy; and
- (c) The remaining proceeds from the sale of the Certificates, together with investment earnings thereof, shall, subject to the provisions of Section 19(c) above, be deposited into the Series 2026 Certificates of Obligation Construction Fund and used for the purposes set out in Section 3 of this Ordinance, with any remainder constituting a reserve to be deposited into the Series 2026 Certificates of Obligation Interest and Sinking Fund. Any investment of the proceeds of the Certificates shall be subject to the Public Funds Investment Act.

25. Open Meeting. The meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of said meeting, was given, all as required by Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended, and such notice as given is hereby authorized, approved, adopted and ratified.

26. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

27. Partial Invalidity. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

28. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the City Manager, the City Clerk, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the application of funds of the City consistent with the provisions hereof.

29. No Personal Liability. No recourse shall be had for payment of the principal of or premium, if any, or interest on Certificate, or for any claim based thereon, or under this Ordinance, against any official or employee of the City or any person executing any Certificate.

30. Continuing Disclosure Undertaking. The City undertakes and agrees for the benefit of the holders of the Bonds to provide directly, on or before six months after the end of the City's fiscal year, which fiscal year presently ends on September 30,

- a. to the Municipal Securities Rule Making Board (the "MSRB") annual financial information (which may be unaudited) and operating data regarding the City for fiscal years ending on or after September 30, 2026, which annual financial information and operating data shall be of the type included in the following listed sections contained in the Final Official Statement:

Appendix A – Table 1 and Tables 3-11

- b. to MSRB audited financial statements for the City for fiscal years ending in or after 2026, when available, if the City commissions an audit and it is completed by the required time; provided that if audited statements are not commissioned or are not available by the required time, the City will provide unaudited statements when and

if they become available.

- c. in a timely manner (and not more than 10 business days after occurrence of the event), to MSRB notice of any of the following events with respect to the Certificates, if material within the meaning of the federal security laws to a decision to purchase or sell Certificates:
- (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of holders of the Bonds, if material;
 - (8) Bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
 - (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

- (14) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

In addition, the City will provide timely notice of any failure by the City to provide financial information and operating data in accordance with its agreement described above under Section 31.a and section 31.b above.

For these purposes, (A) any event described in clause (c)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, (B) as used in clauses (c)(15) and (c)(16) above, "Financial Obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendments to Rule 15c2-12 effected by the 2018 Release.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

The accounting principles pursuant to which the City's financial statements are currently prepared are generally accepted accounting principles set out by the Government Accounting Standards Board, and, subject to changes in applicable law or regulations, such principles will be applied in the future.

If the City changes its fiscal year, it will notify MSRB of the change (and of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide annual financial information.

The City has agreed to update information and to provide notices of certain specified events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders and beneficial owners of the Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City shall be obligated to observe and perform the covenants specified in this Section 30 for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any bond calls and any defeasances that cause the City to be no longer an “obligated person”.

The City may amend its continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (1) the agreement, as amended would have permitted an underwriter to purchase or sell the Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of the Orders that authorizes such amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City amends its agreement, it must include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of information and data provided.

31. Engagement of Professionals. The City Council hereby confirms the prior

engagement of (1) Creighton, Fox, Johnson & Mills, PLLC, as Bond Counsel to the City and (2) RBC Capital Markets, LLC, as Financial Advisor to the City, in connection with the issuance and sale of the Certificates.

32. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

33. Effective Date. This Ordinance shall be in force and effect from and after its final passage, and it is so ordered.

34. Amendments. The City may amend this Ordinance without the consent of or notice to any registered owners of the Certificates in any manner not detrimental to the interests of the registered owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; except that, without the consent of the registered owners of all of the Certificates affected, no such amendment, addition, or rescission may (i) change the date specified as the date on which the principal or of any installment of interest on any Certificate is due and payable, reduce the principal amount or maturity amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Certificate or interest thereon is payable, or in any other way modify the terms of payment of the principal or of interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required for consent to any amendment, addition, or rescission.

35. Provisions Relating to Bond Insurance. Notwithstanding any provision in this Ordinance to the contrary, as long as the Municipal Bond Insurance Policy shall be in full force and effect, the City and the Registrar agree to comply with the following provisions:

[insert applicable provisions from commitment]

[The remainder of this page has intentionally been left blank.]

PASSED AND APPROVED this 9th day of March, 2026.

Chris Borne, Mayor
City of Groves, Texas

ATTEST:

Clarissa Thibodeaux, City Clerk
City of Groves, Texas
(SEAL)

Approved as to form and legality.

Brandon Monk, City Attorney
City of Groves, Texas

City of Groves
Agenda Item Information Form

Council Meeting Date: 3/9/2026 Department: City Manager Agenda Item No. 10

Title for Item (same as to be placed on Agenda): Deliberate and act to adopt Resolution 2026-10, authorizing an Interlocal Agreement with PACE Purchasing Cooperative and authorizing the City Manager to negotiate and execute all necessary documents.

Party(ies) requesting placement of this item on the agenda: City Manager, Kevin Carruth

Submitted to City Manager's Office on: Date: 3/4/26 Time: 12:00 p.m. By: C. THIBODEAUX

Explanation of Item: See accompanying 3/3/26 City Manager's Memo.

Deadline for Approval: Immediately

Staff Recommendation: Staff recommends the approval of Resolution 2026-10, authorizing an Interlocal Agreement with PACE Purchasing Cooperative and authorizing the City Manager to negotiate and execute all

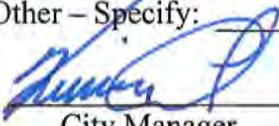
Necessary documents.

Alternative (if any) for consideration: _____

Identify any attachments to this document: 1) Resolution 2026-10; 2) City Manager's memo; 3) FAQ's

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance - Number _____ Resolution - Number 2026-10 Other - Specify: _____

Signed: _____ Date: _____ Approved:  Date: 03/05/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM

To: Mayor and City Council
From: City Manager Kevin Carruth *KC*
Date: March 3, 2026
Re: Proposed Participation in the PACE Purchasing Cooperative



Background

The Purchasing Association of Cooperative Entities (PACE) is a purchasing cooperative administered by Education Service Center, Region 20 in San Antonio, Texas. The program allows public agencies, including cities, counties, school districts, and other government entities, to buy goods and services through contracts that have already been competitively bid.

Similar to the other purchasing cooperatives the City belongs to, PACE was created to help government agencies obtain supplies and services more efficiently and at competitive prices. The cooperative combines the purchasing power of many agencies, allowing members to access contracts that may be difficult for a smaller agency to obtain on its own. Participation requires the City to approve a resolution and sign an interlocal agreement under the Texas Interlocal Cooperation Act.

How the Program Works

If the City joins PACE, the Cooperative will handle the bidding process and award contracts to vendors. These contracts are competitively bid and publicly advertised before they are awarded. Under the interlocal agreement, PACE will:

1. Conduct bidding procedures and follow Texas procurement laws;
2. Evaluate proposals and award contracts;
3. Provide contract information to members; and
4. Maintain a system for vendor evaluation and contract performance.

The City would still issue its own purchase orders and make payments directly to vendors. The City would also designate a staff contact to work with the cooperative.

There is no membership fee to participate in PACE.

Reasons to Join

Joining the cooperative could provide several benefits to the City:

1. **Lower Costs** – Cooperative purchasing can produce lower prices through larger volume contracts.
2. **Time Savings** – The cooperative handles the competitive bidding process, which can reduce staff workload.

3. **Legal Compliance** – Contracts are competitively bid and follow State of Texas procurement laws.
4. **More Purchasing Options** – The City could use existing contracts and other purchasing cooperatives when it is efficient to do so.

Utilizing cooperative purchasing agreements can help smaller cities like Groves equalize buying power when negotiating with vendors.

Reasons Not to Join

There are also reasons the City may choose not to participate:

1. **Less Local Control** – The City would rely on contracts bid by another agency.
2. **Existing Cooperatives** – The City already participates in other purchasing cooperatives that provide similar services.
3. **Local Bidding Preference** – For some purchases, the City may prefer to conduct its own competitive bidding process.

It is important to note that joining PACE does not require the City to use PACE contracts. Membership simply provides another purchasing option when it is helpful.

Staff Recommendation

Participation in the PACE Purchasing Cooperative would give the City another tool for purchasing goods and services. Because there is no membership cost and the City is not required to use the contracts, joining the cooperative could provide flexibility while helping staff save time on procurement when appropriate.

If Council approves participation, the attached resolution authorizes the City to enter into the interlocal agreement and join the PACE Purchasing Cooperative.

Frequently Asked Questions

Who awards PACE contracts? New proposals are awarded by the Board of Directors of Education Service Center, Region 20.

Who can join PACE? PACE is for local government agencies, school districts, cities, counties, Colleges, Universities and non-profits throughout the United States.

When can an agency join? Right now. Interlocal agreements are listed on the PACE web site under membership.

Where are coop prices listed? For vendors that have pricing and contract information on the PACE site, a member needs to login to see those listed prices and information. Other non-listed prices are on awarded vendors web site (please follow links on the PACE vendor page).

Where is PACE located? PACE is based in San Antonio, Texas and operates as a service of Education Service Center, Region 20 (a Texas local government Education agency, a political subdivision). Members include ISD's, Cities, Counties, Universities, Non-profits and local governments.

Are PACE contracts bid? All PACE Contracts are competitively bid.

Are PACE Contracts advertised? PACE Contracts are advertised nationally in USA Today for 2 consecutive weeks followed by a 2 week response time.

Is there any membership cost or fee to join PACE? There is no agency cost or member fee.

Why should my agency join? To save money by utilizing the PACE competitively bid contract. This can you your agency time and money.

CITY OF GROVES, TEXAS

RESOLUTION NO. 2026-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE PACE PURCHASING COOPERATIVE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City of Groves to join and participate in the PACE Purchasing Cooperative, being organized and administered by the Education Service Center, Region 20; and

WHEREAS, authority for this commitment is authorized by Article 791.011 Interlocal Cooperation Act as amended, and would allow for substantial savings to be realized by volume purchasing of specific commodity items;

NOW THEREFOR, BE IT RESOLVED, that the City of Groves, Texas, City Council hereby joins in and elects to participate in the PACE Purchasing Cooperative being organized and administered by the Education Service Center, Region 20, and recognizes that there will be no fee for participation; and

BE IT FURTHER RESOLVED, that the City of Groves, Texas City Council hereby authorizes the City Manager, to execute such documents as are appropriate and necessary to implement the Entity's participation in said PACE Purchasing Cooperative.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Groves held on the 9th day of March, 2026.

Chris Borne, Mayor

ATTEST:

Clarissa Thibodeaux, City Clerk

APPROVED AS TO FORM:

Brandon P. Monk, City Attorney

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: City of Groves County District Number: _____

Education Service Center, Region 20 (Coop) and the above named agency (member) enter into the following cooperative service arrangement.

This agreement is effective March 9, 2026, and shall automatically renew unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

The Coop will:

- Handle bidding procedures
- Abide by all procurement laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals

The Member will:

- Designate a member employee to serve as a liaison with Coop
- Identify delivery location within Member on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide Coop with evaluation forms regarding vendor and product concerns
- Ensure a Resolution is properly executed if required

Authorization:

Education Service Center, Region 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: City of Groves

County District Number: _____

Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to jim.metzger@esc20.net):

Education Service Center, Region 20
Attn: PACE Coop
1314 Hines Ave
San Antonio, TX 78208.

Public Entity

Education Service Center, Region 20

BY: _____
Authorized Signature

BY: _____
Authorized Signature

City Manager

Title

Purchasing Coordinator

Title

03/09/26

Date

Date

Lamar Ozley

Contact Person

Jim Metzger

Contact Person

Finance District

Title of Contact Person

Purchasing Coordinator

Title of Contact Person

3947 Lincoln Avenue

Street Address

210-370-5204

Phone Number

Groves, TX 77619

City, State, Zip

210-370-5776

Fax Number

(409) 960-5774

Phone/Fax Number

jim.metzger@esc20.net

E-mail Address

lozley@cigrovestx.com

E-mail Address

City of Groves
Agenda Item Information Form

Council Meeting Date: 3/9/2026 Department: Public Works Agenda Item No. 11

Title for Item (same as to be placed on Agenda): Hear and deliberate on the presentation of the addition of a 9-hole disc golf course at West Groves and John Spikes Parks.

Party(ies) requesting placement of this item on the agenda: Troy Foxworth, Public Works Director

Submitted to City Manager's Office on: Date: 3/3/26 Time: 3:15 p.m. By: C. THIBODEAUX

Explanation of Item: See accompanying March 5, 2026, memo from Public Works Director Troy Foxworth.

Deadline for Approval: Not an action item.

Staff Recommendation: _____

Alternative (if any) for consideration: _____

Identify any attachments to this document: 1) Memo; 2) proposed course layout.

Minutes.

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 03/06/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM

To: Mayor and City Council

From: Public Works Director Troy Foxworth

Date: March 5, 2026

Re: Review of Proposed 9-Hole Disc Golf Course at West Groves & John Spikes Parks



What is Disc Golf?

Disc golf is a low-cost recreational activity that can be enjoyed by people of all ages and skill levels. It is played much like golf, but instead of a ball and clubs, players use a flying disc or Frisbee®. The sport was formalized in the 1970s and shares with golf the object of completing each hole in the fewest strokes (or, in the case of disc golf, fewest throws).

A golf disc is thrown from a tee area to a target, which is the "hole." The hole can be one of a number of disc golf targets; the most common is an elevated metal basket like the one at right. As a player progresses down the fairway, he or she must make each consecutive throw from the spot where the previous throw landed. The trees, shrubs, and terrain changes located in and around the fairways provide challenging obstacles for the golfer. Finally, the "putt" lands in the basket and the hole is completed.



A compact course in our park system could provide new recreation opportunities while also supporting local economic activity. There are currently nine other disc golf courses in our region.

Benefits to the Community

1. Economic Impact

The possibility of tournaments and regular league play draws regional players who spend on dining, fuel, and retail. Some event participants may utilize hotel rooms, increase restaurant revenue, and raise sales at local shops.

2. Event Potential

A nine-hole course can host weekly leagues, seasonal series, and beginner tournaments. Regional tournaments could bring visitors to Groves for multiple days, creating repeat tourism and tax revenue.

3. Low Cost to Install and Maintain

Compared with traditional sports facilities, disc golf requires minimal infrastructure (tees, baskets, signage, simple landscaping) and low maintenance. Start-up costs are modest, and many communities offset costs with sponsorships or grants.

4. Community Health and Recreation

Disc golf encourages outdoor activity and provides affordable family recreation. The sport is accessible to youth, seniors, and people with disabilities. It also offers a casual way for families and friends to enjoy the parks together.

5. Park Activity and Safety

Increased regular park use throughout the day improves real and perceived safety and encourages community stewardship. The course can be routed to preserve sensitive areas and complement existing park features.

6. Local Partnerships

Local businesses may choose to sponsor individual holes, provide prizes for events, or host post-tournament gatherings. These partnerships help keep visitor spending within the community.

7. Marketing and Quality of Life

A disc golf course would add another recreational amenity that the City can promote in tourism materials and community outreach. Amenities like this also support quality-of-life goals that help attract new residents and employers.

Status of Preliminary Steps

Several early planning steps have already been completed, including:

1. A preliminary feasibility and site review for a nine-hole course layout.
2. Solicit stakeholder input and potential private sponsors or disc golf clubs to assist with design, volunteer installation, and event promotion.
3. Exploration of a low-cost installation approach using baskets and signage.
4. Estimation of usage, maintenance, and economic impact over one season.
5. Review of grants, philanthropy, and partnerships with regional disc golf organizations to offset costs.

Conclusion

A nine-hole disc golf course would be a low-risk and affordable investment that could provide recreational, social, and economic benefits for the City of Groves. This project has the potential to increase park activity, support local businesses, and provide a new amenity for residents and visitors. A proposed course layout accompanies this memo.

Thank you for your consideration.

Welcome to
Groves
DISC GOLF COURSE



City of Groves
Agenda Item Information Form

Council Meeting Date: Mar 9th, 2026 Department: Police Agenda Item No. 12

Title for Item (same as to be placed on Agenda): Hear a report and recap from the City Marshal on the Groves B.L.O.C.K. Walk initiative that launched February 21st, 2026

Party(ies) requesting placement of this item on the agenda: City Marshal

Submitted to City Manager's Office on: Date: 3/3/26 Time: 10:00 AM By: Marshal

Explanation of Item: See the accompanying memo and documents

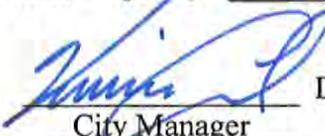
Deadline for Approval: Not an action item.

Staff Recommendation: Not an action item.

Alternative (if any) for consideration: None

Identify any attachments to this document: 3/3/26 Memo and PowerPoint

Specific Council Action Requested: None (Information item only) Motion
Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed:  Date: 3/3/26 Approved:  Date: 03/05/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item (if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM TO CITY COUNCIL

To: Kevin Carruth
From: Christopher Robin, City Marshal
Date: March 4th, 2026
Re: Groves B.L.O.C.K. Walk Pilot Program - February Recap



Overview

In February, the City launched its first B.L.O.C.K. (“Building Local Outreach & Community Knowledge”) Walk pilot initiative. The purpose of the program is to increase direct engagement with residents, identify neighborhood-level concerns, and strengthen collaboration across City departments through proactive, face-to-face outreach. The pilot event took place on a Saturday, February 21st, from 9 am to 12 pm and included six volunteers representing multiple departments. Participants divided into two teams and canvassed 1st Avenue through 4th Avenue, between North and 25th Streets.

Outreach and Engagement

- **Doors knocked:** Approximately 111
- **Unoccupied/for sale:** 11
- **Direct resident contacts:** 41

Before the event, notification signs were placed in easements near neighborhood exits to inform residents of the upcoming walk. Additionally, the STAN notification system was used to provide advance notice of the City officials' outreach, specific to these neighborhoods. With approximately 40% contact from occupied residences, the pilot is considered a strong success for a first implementation. The positive reception and residents' willingness to engage demonstrate meaningful community interest in direct communication with City leadership and staff.

Resident Feedback Summary

Of the 41 contacts made, the following concerns or requests were documented:

- 7 – Police response/special patrol requests
- 5 – Animal control concerns
- 3 – Code enforcement issues
- 2 – Public works requests
- 2 – Water/Sewer concerns
- 2 – Street-related concerns
- 1 – Fire-related request
- 2 – Non-city related concerns
- 20 – No concerns expressed

In addition to in-person feedback, residents received informational flyers containing City contact information and QR codes linking to a survey and departmental resources. To date, 11 additional survey responses have been initiated, with only 4 having been completed online.

Survey responses and in-person feedback were consolidated and reviewed during a structured debrief following the event. One of the key survey questions, “Which areas are most important

to you right now?”, revealed infrastructure and public safety priorities as leading areas of interest. These findings will help inform future operational focus.

Program Development and Expansion

Based on the success of the pilot, we intend to:

- Conduct at least four B.L.O.C.K. Walks annually, targeting one per quarter.
- Rotate focus areas to ensure representation from each of the four wards.
- Prioritize neighborhoods that may be historically underrepresented in civic engagement.
- Expand participation to include additional volunteers and eventually deploy multiple teams working from opposite ends of targeted neighborhoods.
- Continue post-event debriefings to consolidate data and track recurring concerns.
- Increase survey promotion as the program expands to strengthen data collection and trend analysis.

Next Steps and Council Feedback

As the program moves forward, guidance from Council is requested regarding:

- Priority areas or wards for upcoming walks
- Specific focus categories
- Additional outreach methods to enhance participation

The B.L.O.C.K. Walk initiative represents a proactive, relationship-driven approach to local governance. Continued collaboration and strategic direction will allow the program to grow into a sustainable and impactful community engagement effort.

Respectfully submitted,



Christopher Robin
Groves City Marshal



Groves B.L.O.C.K. Walk

February 2026 Pilot

Building Local Outreach &
Community Knowledge

Christopher Robin, Groves City Marshal Monday, March 9th, 2026

Why B.L.O.C.K. Walk?

Rethinking Community Engagement



- o Emphasizes face-to-face interaction with residents.
- o Creates organic conversations about concerns and ideas.
- o Builds trust across all departments - not just public safety.
- o Encourages feedback directly from neighborhoods.

Pilot launch was Feb 21st, from 9 a.m. to 12 p.m.

Pilot Launch Neighborhoods



 GROVES POLICE DEPARTMENT
PRESENTS
GROVES B.L.O.C.K. 

Building Local Outreach & Community Knowledge

Meet your city leaders at the next

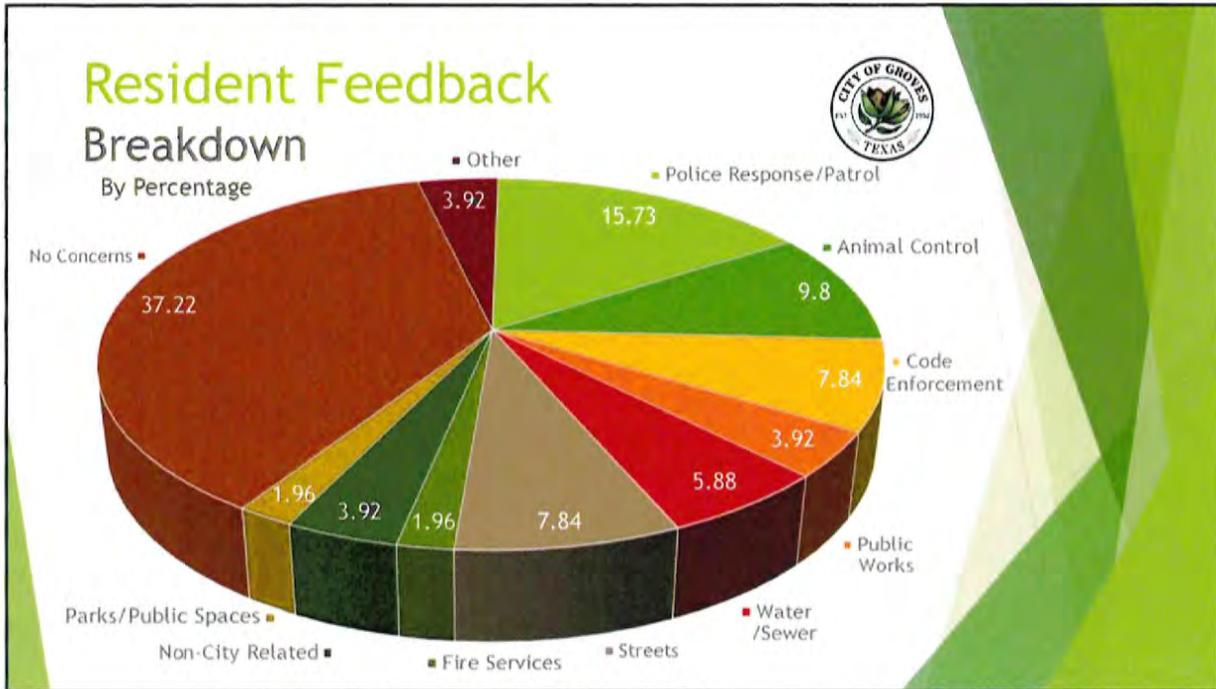
NEIGHBORHOOD WALK

Listening today. Improving tomorrow...

THIS SATURDAY For more info scan: 
9:00 a.m - 11:00 a.m.



Neighborhood Walk Signs & Placement



- ## Expansion Plan & Input
- ### Moving Forward
-
- Four (4) walks per year (one per quarter)
 - Rotate through all four wards
 - Target underrepresented areas
 - Expand to even more teams
 - Consolidate and track data across walks
 - Increase promotion and input
 - Use feedback to guide future improvements

Date: 2/22/26

B.L.O.C.K. NOTES

Topics Tally

Police: 7x

No Concerns: 20x

Fire: 1x

Animal Control: 5x

Public Works: 2x

Streets: 2x

Water/Sewer: 2x

Code Enforcement: 3x

Library/Events:

Other: 2x

Activity Center:

1. Street: Fourth

House # 2631

Who: Homeowner

What: He keeps his dogs put away behind a fence. Other neighbors have dogs roaming free, barking at children, chasing cars, etc.

When: All hours of the day, barking at night

2. Street: Fourth

House # 2729

Who: Homeowner

What: Dogs are roaming free. It's a problem for his wife and small children.

When: Daytime

3. Street: Second

House # 2601

Who: Homeowner, Marvin Smith

What: Bad roads / Guns going off late in the night hours. Have complained to the police, but was told that Groves does not have a limitation on shooting guns in city limits.

When: Night hours

*Note: Mr. Carruth and Mr. Foxworth explained that the city is exploring avenues of action and funding for road improvement. *

4. Street: Second

House # (did not get number. Directly next to 2601)

Who: Homeowner

What: No problem, really / Sometimes big trash cans are not picked up for a while

When:

5. Street: Second

House # 2749

Who: Homeowner, Glenn

What: Neighbor across the street has trash out for two weeks. One neighbor recorded on camera dumping trash. / Drugs down North. Not a safe area.

When:

6. Street: Second

House # 2737

Who: Homeowner

What: Cats are a big problem. Called animal control before, but cats keep multiplying. / Mentioned not receiving anything for damage from the TPC 2019 explosion.

When:

7. Street: First

House # 5211

Who: Homeowner

What: Kids on electronic bikes and scooters riding in the road with no license, helmets, protective gear, or lights during night hours. / No speed sign, people are constantly speeding.

When: Daytime/night

*Note: The homeowner suggested community awareness efforts to educate parents. Was informed about the Neighborhood Watch group. *

8. Street: First

House # 2647

Who: Homeowner

What: Asked why the water is so high.

When:

*Note: Mr. Carruth explained the water and billing situations. *

9. Street: First

House # 2705

Who: Homeowner

What: Cars speed past stop signs and do not stop for school buses. / Trash problems. / Witnesses neighbors getting "special" treatment from cops. / Shooting during nighttime hours. / Drug problem and people walking around inebriated.

When: School pick-up (early morning hours), evenings

10. Street: Fourth

House # 2632

Who: Freddy Calidonio

What: Concerned about the entry driveway, garbage placement space near the ditch, and the narrowness of the culvert. He complained there is very little room, and the garbage bin is regularly hit or ends up down in the ditch after pickup.

When:

11. Street: Fourth

House # 2632

Who: Freddy Calidonio

What: He never received a follow-up from a detective or officer following a criminal mischief case a few months/years back.

When: 2024 or maybe 2025.

12. Street: Fourth

House # 2614

Who: N/A (did not wish to provide)

What: Has concerns about dogs and cats in the area being loose or in large numbers. Had concerns about the prior neighbor who used to regularly fire gunshots into the air or ground.

When: Ongoing. Police concern was a prior neighbor who had since moved away.

13. Street: Third

House # 2749

Who: Tuesday Tremble

What: Speeders and loud music concerns. Possible marijuana usage at one of the party houses.

When: Last six months or so.

14. Street: Second

House # 2710

Who: N/A

What: Had concerns about the house at 2716 2nd Ave. The house has been abandoned, and she fears squatters may try to enter it.

When:

15. Street: Second

House # 2648

Who: Virginia Carrera

What: Had concerns about her adult son with mental health issues. She was forwarded to County Judge Branick.

When: Ongoing

16. Street: First

House # 2750

Who: Did not provide

What: He and his neighbor had concerns about flooding issues. Says his house has flooded six (6) times since Hurricane Rita. Bamboo was located in the easement.

When: Ongoing.

17. Street: First

House # 2740

Who: Neighbor of the previous concerned citizen regarding flooding and bamboo.

What: A trench had been dug between the two houses by the neighbors to assist with the issue.

When: Ongoing.

18. Street: First

House # 27, something, the house had fire damage

Who: Various residents.

What: Did not meet anyone here, but several residents had concerns and asked for a special patrol.

Other Notes:

- Only one complaint against the police (house 2705). All other police tallies are for issues police would address. Some of these include simple special patrols, while others wished for follow-ups.
- 1 potential fire concern was regarding a residence with several electrical hook-ups in the front yard area. (White and red brick and similarly colored driveway)

KEY TAKE-AWAYS:

- Guns going off in the neighborhood
- Speeding/running stop signs and not stopping for school buses
- Animal control requests were plenty, but they seemed to stem from dogs at only a few specific houses.
- Drainage/driveway notes at only a few houses
- Even though we fielded many concerns, community events, library, STAN, infrastructure opportunities, and many other highlights were shared with each resident. Focused handouts may be helpful
- Flyers were left at 95%+ of residences.
- We stopped at approximately 111 houses. About 11 were for sale or unoccupied.
- With 41 actual contacts, this puts us at approximately 40% contact rate, well above expectations.
- Survey responses (so far): 5 positive, 3 negative, 1 neutral, with one request for contact.

City of Groves
Agenda Item Information Form

Council Meeting Date: Mar 9th, 2026 Department: Police Agenda Item No. 13

Title for Item (same as to be placed on Agenda): Deliberate and act on Resolution 2026-07, authorizing the submittal of a State Homeland Security Program-LETPA FY2026 grant to purchase SWAT equipment and designate the City Marshal as the authorized officer.

Party(ies) requesting placement of this item on the agenda: City Marshal

Submitted to City Manager's Office on: Date: 3/3/2026 Time: 10:00 AM By: Marshal

Explanation of Item: A resolution from City Council is a required component of the grant application process. See the accompanying memo for additional information.

Deadline for Approval: Immediately

Staff Recommendation: Staff recommends the Council adopt Resolution 2026-07, authorizing the submittal of a State Homeland Security Program – LETPA FY2026 grant to purchase SWAT equipment and designate the City Marshal as the authorized officer, as presented.

Alternative (if any) for consideration: None

Identify any attachments to this document: Grant informational handout, memo, resolution, application

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number 2026-07 Other – Specify: _____

Signed:  Date: 3/3/2026 Approved:  Date: 03/04/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item (if applicable): \$ _____
Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM FOR CITY COUNCIL

To: Kevin Carruth, City Manager
From: Christopher Robin, City Marshal
Date: March 3, 2026
Re: Three Proposed Resolutions Authorizing the Submission of State Homeland Security Grant Applications



Purpose

The Police Department plans to apply for funding through the FY2026 State Homeland Security Program (SHSP) administered by the Texas Office of the Governor (OOG), Public Safety Office. These grant opportunities support terrorism prevention, protection of critical infrastructure, and enhancement of first responder capabilities. The City of Groves intends to submit three separate applications: one under the State Competitive National Priority Area solicitation and two through the Southeast Texas Regional Planning Commission (COG) under SHSP Regular and SHSP LETPA programs. All three grant opportunities require no local matching funds and would have no financial impact on the City's General Fund.

SHSP National Priority Area

This grant request is for funding through the State Competitive National Priority Area program focusing on Enhancing Election Security. The project will support the acquisition of a deployable election security trailer to enhance physical security and monitoring capabilities at the City's two designated voting locations during early voting and Election Day operations.

Value: \$25,000

Need: Election infrastructure has been identified as a national security priority. The proposed security trailer will provide visible deterrence, situational awareness, and enhanced protection for voters, election workers, and ballot integrity. This investment strengthens the City's ability to safeguard critical election-related facilities from targeted disruption or violence.

SHSP LETPA – Regional

This grant request is through the Southeast Texas Regional Planning Commission under the SHSP Law Enforcement Terrorism Prevention Activities (LETPA) program. The project will support the acquisition of specialized equipment necessary for officers to participate in regional tactical operations and enhance response capability during high-risk incidents.

Value: \$22,388

Need: Regional tactical interoperability is critical to effective terrorism prevention and response. This equipment will allow Groves officers to safely integrate into coordinated

regional response efforts, strengthening operational readiness and enhancing protection of soft targets and critical infrastructure within Jefferson County.

SHSP Regular – Regional

This grant request is through the Southeast Texas Regional Planning Commission under the SHSP Regular program. The project will fund the acquisition of six (6) Level III lightweight ballistic shields equipped with integrated viewports and lighting systems to enhance first responder protection.

Value: \$50,579.82

Need: The proposed rifle-rated shields will significantly enhance officer safety and response capability during active threat situations at any location where citizens gather. This investment strengthens physical protective measures and improves the City's ability to respond effectively to high-risk incidents involving crowded places.

Resolution Requirement

The Office of the Governor requires a fully executed governing body resolution authorizing each grant application, along with required certifications and assurances, for the applications to be considered complete and eligible for funding. Failure to submit the executed resolution by the respective application deadlines may result in the applications being deemed ineligible.

Conclusion

The application deadlines require timely City Council approval of the accompanying resolutions to allow staff to submit the grant applications in accordance with state and regional requirements. Approval of these resolutions will authorize the City's participation in the FY2026 SHSP programs and allow the Police Department to pursue approximately \$97,967.82 in Homeland Security funding at no cost to the City's General Fund.

Agency Name: Groves, City of
Grant/App: 5901501 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

Project Title: Regional Soft Target Protection and Tactical Response Enhancement Project
Status: Application Pending Submission

Profile Information

Applicant Agency Name: Groves, City of
Project Title: Regional Soft Target Protection and Tactical Response Enhancement Project
Division or Unit to Administer the Project: Groves Police Department
Address Line 1: 4201 Main Ave
Address Line 2:
City/State/Zip: Groves Texas 77619
Start Date: 9/1/2026
End Date: 8/31/2027

Regional Council of Governments(COG) within the Project's Impact Area: South East Texas
Regional Planning Commission
Headquarter County: Jefferson
Counties within Project's Impact Area: Hardin,Jefferson,Orange

Grant Officials:

Authorized Official

Name: Christopher Robin
Email: crobin@cigrovestx.com
Address 1: 4201 Main Avenue
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5742 **Other Phone:**
Fax: 409-960-5747
Title: Mr.
Salutation: Chief
Position: City Marshal

Financial Official

Name: Lamar Ozley
Email: lozley@cigrovestx.com
Address 1: P.O. Box 846
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5774 **Other Phone:**
Fax: 409-963-3388
Title: Mr.
Salutation: Mr.
Position: Director of Finance

Project Director

Name: Robert Phillips
Email: Tphillips@cigrovestx.com
Address 1: 4201 Main Ave
Address 1:
City: Groves, Texas 77619
Phone: 409-248-4063 Other Phone: 409-962-0244
Fax: 409-960-5749
Title: Mr.
Salutation: Chief Deputy
Position: Chief Deputy

Grant Writer

Name: Christopher Robin
Email: crobin@cigrovestx.com
Address 1: 4201 Main Avenue
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5742 Other Phone:
Fax: 409-960-5747
Title: Mr.
Salutation: Chief
Position: City Marshal

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention

Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;

A commitment to provide all applicable matching funds;

A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and

A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice

Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

- Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.
- Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health,

social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Groves Police Department requests LETPA SHSP funding to equip up to four officers for participation in a regional, multi-agency SWAT team serving Jefferson County and surrounding jurisdictions through existing mutual-aid agreements. This project enhances the region's ability

to protect soft targets and crowded places such as schools, houses of worship, public events, and retail corridors We'll achieve this by strengthening coordinated, rapid response to active assailant incidents and other high-risk threats. Funding will procure regionally compliant tactical protective equipment required for SWAT training and joint operations, enabling immediate integration into county-led deployments with interoperable equipment and standardized protective capability.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The City of Groves faces credible risks to multiple soft targets within its jurisdiction, including public schools, several churches and houses of worship, active business districts, and numerous annual public gatherings that draw crowds. These locations present increased vulnerability to active assailant incidents and coordinated attacks, consistent with the Protection of Soft Targets/ Crowded Places National Priority Area identified in the Texas State THIRA. Effective mitigation of these risks requires trained personnel equipped to implement target hardening measures, rapid interdiction, and coordinated tactical response. Currently, the Groves Police Department lacks the specialized SWAT equipment required for its officers to operate in compliance with county SWAT standards, limiting full participation in regional tactical response operations. This project will close that capability gap by equipping Groves officers to meet county SWAT requirements, strengthening Operational Coordination and Interdiction and Disruption capabilities while enhancing protection for crowded places and critical infrastructure within the community.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Currently, the department maintains standard patrol-level protective equipment but lacks the specialized tactical gear required for full integration into regional SWAT operations. While personnel are eligible and willing to participate in joint tactical responses, they do not possess ballistic helmets, enhanced protective carriers, respiratory protection, or interoperable equipment consistent with regional standards. As a result, the agency's ability to directly support rapid response to violent threats at schools, houses of worship, public events, and other crowded places is limited. Tactical incidents within our jurisdiction and surrounding areas are primarily handled by external agencies, which can impact response time and strain regional resources. Our present capability level remains limited in both specialized equipment and deployable tactical capacity to protect soft targets effectively.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

This project directly addresses the lack of specialized protective and interoperable equipment required for safe participation in joint SWAT operations focused on protecting soft targets and crowded places. By outfitting up to four officers with regionally compliant tactical gear, the department will close a critical operational gap in rapid response to violent threats at schools,

houses of worship, retail locations, and public events. The equipment will enable immediate integration into county-led deployments without delay or incompatibility. Closing this gap increases available tactical manpower across jurisdictions, enhances officer safety, and strengthens regional operational coordination. The project improves preparedness for active assailant incidents and other high-risk scenarios involving vulnerable public venues.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The proposed project will significantly enhance regional readiness to protect soft targets and crowded places. By equipping additional personnel to participate in the county SWAT team, the region benefits from increased deployable resources during active assailant events and other violent threats at schools, houses of worship, retail centers, and public gatherings. This reduces response times, strengthens coordinated multi-agency operations, and distributes operational responsibility across jurisdictions. The impact extends beyond municipal boundaries, supporting the entire county and surrounding Golden Triangle region through mutual aid. Ultimately, this project improves the region's ability to rapidly mitigate high-consequence threats to vulnerable public venues.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

This project directly supports Priority Action 3.1.1 – Strengthen operational coordination and response capabilities to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events, as outlined in the Texas Homeland Security Strategic Plan. This action aligns with regional preparedness priorities by enhancing the tactical response capability of local law enforcement and ensuring interoperability with the county SWAT team. By equipping Groves officers with the specialized SWAT equipment needed to meet county standards, the project strengthens operational coordination and contributes to regional readiness for high-risk threats against soft targets and crowded places. This enhancement supports key homeland security objectives to improve response capacity and protection measures across Southeast Texas, consistent with risk-driven strategies identified in the Texas State THIRA. Strengthening these tactical and operational capabilities enables Groves and neighboring jurisdictions to better prevent, disrupt, and respond to violent threats and complex coordinated incidents impacting public safety.

Target Group :

Identify the target group and population expected to benefit from this project.

The target group for this project includes the residents, students, faculty, congregants, business patrons, and visitors within the City of Groves and the broader Jefferson County region who gather at soft targets and crowded places. This includes three local schools, multiple churches and houses of worship, active business districts, and large public events held annually within the city. These populations represent vulnerable groups that could be impacted by active assailant

incidents or other violent threats. By enhancing tactical response capability and interoperability with the county SWAT team, this project strengthens protection for these community members and critical gathering locations.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The City of Groves is committed to sustaining this enhanced capability through continued participation in the county SWAT team, ongoing joint training, and integration into regional planning and exercise efforts. Equipment acquired through this project will be maintained, deployed, and incorporated into standardized operating procedures to ensure long-term operational readiness. Groves officers will continue to meet county SWAT standards, ensuring interoperability and coordinated response during high-risk incidents. This sustained regional approach strengthens preparedness, deterrence, and rapid response capacity in alignment with SHSP objectives and the Protection of Soft Targets/Crowded Places National Priority Area.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Protection of Soft Targets/Crowded Places	100.00	The City of Groves will procure specialized SWAT equipment necessary for designated officers to meet county SWAT standards and fully integrate into the Jefferson County regional tactical response team. This activity enhances the City’s ability to protect soft targets and crowded places, including schools, houses of worship, business districts, and public event venues, by strengthening rapid response, interdiction, and coordinated tactical operations. The equipment will support target hardening measures, high-risk response capability, and operational coordination during active assailant or complex violent incidents. Groves officers will participate in joint regional training and deployments to ensure interoperability and readiness. This activity directly advances the core capabilities of Operational Coordination, Interdiction and Disruption, and Screening, Search, and Detection under the Protection of Soft Targets/Crowded Places National Priority Area.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of First Responder or EMC personnel provided with new or updated equipment.	4
Number of individuals participating in exercises.	0
Number of operational coordination programs (EOCs/EOC systems or other Incident Command structures) created, maintained or enhanced.	1
Number of people trained.	0
Number of Special Response Teams created, maintained or enhanced.	1
Number of trainings conducted.	0

Budget Details Information

Budget Information by Budget Line Item:

CATE GORY	SUB CATE GORY	DESCRIPTION	OOG	CA SH MA TCH	IN- KIN D MA TCH	G PI	TOT AL	UNI T/ %

Equipment	01AR-02-APRW - Respirator, Air-Purifying, Negative Pressure, Wildland Fire Fighting	Complete Tactical Protective Equipment Ensemble for SWAT Integration (per officer). Package includes ballistic helmet system with communications integration, ballistic plate carrier with Level III rifle-rated front, rear, and side plates, load-bearing equipment and magazine pouches, tactical uniform components, individual medical kit and attachment system, CBRN-rated air-purifying respirator with filters, and associated deployment equipment. All equipment meets NIJ and applicable safety standards and aligns with regional SWAT operational requirements to support high-risk incident response and multi-agency interoperability.	\$22,388	\$0.00	\$0.00	\$0.0	\$22,388	4
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Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
\$22,388.00	\$0.00	\$0.00	\$0.00	\$22,388.00

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: On-scene Security, Protection, and Law Enforcement

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable

Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Execute Interlocal Coordination & Finalize Equipment Specifications; **Completion Date:** 09-05-2026

Milestone: Submit Purchase Orders & Begin Procurement; **Completion Date:** 10-05-2026

Milestone: Receive Equipment & Conduct Inventory Verification; **Completion Date:** 01-01-2027

Milestone: Issue Equipment & Integrate Personnel into Regional SWAT; **Completion Date:** 02-28-2027

Milestone: Submit Reimbursement & Performance Reporting; **Completion Date:** 05-01-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Special Weapons and Tactics Team

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1245

You are logged in as **User Name:** CRobin2012

RESOLUTION NO. 2026-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, FOR A FY2026 HOMELAND SECURITY GRANT PROGRAM, REGIONAL SOFT TARGET PROTECTION AND TACTICAL RESPONSE ENHANCEMENT PROJECT, FOR THE CITY OF GROVES POLICE DEPARTMENT

WHEREAS, the City Council of the City of Groves finds it is in the best interest of the citizens of Groves, Texas, that a Homeland Security Grant Program application for FY2026 be submitted requesting funds for the Regional Soft Target Protection and Tactical Response Enhancement Project for the City of Groves Police Department; and

WHEREAS, the City Council of the City of Groves agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, grant application; and

WHEREAS, the City Council of the City of Groves agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Council assures that the funds will be returned to the Office of the Governor in full;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, that the City Council of the City of Groves:

1. Approves submission of the FY2026 Homeland Security Grant Program grant application requesting funds for the Regional Soft Target Protection and Tactical Response Enhancement Project for the City of Groves Police Department, to the Office of the Governor, Public Safety Office.
2. Designates the City Marshal as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency

PASSED APPROVED and ADOPTED at a regular meeting of the City Council of the Groves held on the ____ of _____, 2026

GRANT NO: 5901501

Chris Borne, Mayor

ATTEST:

Clarissa Thibodeaux, City Clerk

APPROVED AS TO FORM:

Brandon P. Monk, City Attorney

Name:

State Homeland Security Program – LETPA Projects (SHSP-L), Federal Fiscal Year 2026

Available

02/17/2026

Due Date

03/16/2026

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), at least twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be used for Law Enforcement Terrorism Prevention Activities (LETPA). **FEMA has increased this requirement to 35%**. This solicitation supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The State Homeland Security Program-LETPA (SHSP-L) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism; and/or
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism

preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LEPTA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.**

Available Funding:

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process:

Applicants must access PSO's eGrants grant management website at <https://egrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:
2. Applicants must contact their applicable regional council of governments (COG) regarding their application.
3. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to PSO.

*****NEW APPLICATION SUBMISSION REQUIREMENT*****

The following documents must be submitted with the application for the application to be

considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **[Resolution from Governing Body](#)** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **[CEO/Law Enforcement Certifications and Assurances Form](#)** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- **[CEO/NGO Certification and Assurances Form](#)** – Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action	Date
Funding Anouncement Release	02/17/2026
Online System Opening Date	02/17/2026
Final Date to Submit and Certify an Application	03/16/2026 at 5:00PM CST
Earliest Project Start Date	09/01/2026

Project Period:

Projects selected for funding must begin between September 1, 2026 and March 1, 2027, and expire on or before August 31, 2028. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 or 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$10,000

Maximum: None. However, PSO uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, PSO expects to make available approximately \$1.5 – \$2 million to state agencies in support of 10 - 15 projects under this solicitation and the SHSP-Regular solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. PSO anticipates these priorities will remain in place for the 2026 SHSP grant cycle. Applicants are encouraged to submit projects under these National Priority Areas when the primary core capability addressed is consistent with a National Priority Area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).

2. Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual and Information Bulletin (IB) 473 which discusses eligible activities outlined in:

- The National Prevention Framework;
- The National Protection Framework where capabilities are shared with the prevention mission area; and
- Section 2006 of the Homeland Security Act of 2002, as amended.

3. Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the following approved activity areas:

a. Emergency Operations Centers and Technology

- Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government

and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.

- Implementing WebEOC and other situational awareness and decision support tools.
- Enhancing emergency operations centers.
- Conducting or participating in incident management training and/or exercises.

b. Planning

- Developing state and regional risk and preparedness assessments, including those related to special events.
- Core capability development planning, to include typing and tracking of equipment and special response teams.
- Planning and execution of training and exercises focused on terrorism prevention, protection and response.
- Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
- Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
- Planning for continuity of operations.

c. Protection of Soft Targets/Crowded Places (NPA)

- **Core Capabilities:** Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection;
 - Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
 - Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
 - Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
 - Analyzing critical infrastructure threats and information sharing with private sector partners.
 - Enhancing public awareness, education and communications, and increasing reporting of suspicious activities related to critical infrastructure.

d. Support of First Responder Capabilities - *Note: Because there is the potential for significant overlap between this activity area and the FEMA National Priorities, applicants*

should first check whether their proposed project is consistent with the description and core capabilities outlined for the National Priority Areas.

- Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
- Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
- Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
- Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
- Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
- Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

e. Supporting Homeland Security Task Forces and Fusion Centers (NPA)

- **Core Capabilities:** Intelligence and Information Sharing, Interdiction and Disruption, Public information and Warning, Operational Coordination, Risk Management for Protection Programs and Activities
 - Establishing or enhancing multi-agency Homeland Security Task Forces (HSTFs), including operational coordination centers
 - Enhancing capabilities and integration with local fusion centers
 - Procurement of technology or equipment to support surveillance, communications, and data analysis
 - Development of standard operating procedures for information sharing, joint operations, and immigration enforcement coordination
 - Personnel training, credentialing, and certification to improve interoperability and mission alignment
 - Intelligence analysis, reporting, and suspicious activity monitoring
 - Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks
 - Community engagement efforts to foster trust and encourage threat reporting
 - Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and

intelligence entities

- Cooperation with DHS and other entities in intelligence, threat recognition, assessment, analysis, and mitigation
- Identification, assessment, and reporting of threats of violence
- Intelligence analysis training, planning, and exercises
- Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI).

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Law Enforcement Terrorism Prevention Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political

subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT)

publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application

submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e.

- mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
 6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, firearm silencers, bayonets, or other accessories designed for use with any firearms/weapon;
 7. admission fees or tickets to any amusement park, recreational activity or sporting event;
 8. promotional items or gifts;
 9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
 10. membership dues for individuals;
 11. any expense or service that is readily available at no cost to the grant project;
 12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
 13. fundraising;
 14. legal services for adult offenders;
 15. amateur radios and equipment, FMS radios, GMRS radios, Mobile ad hoc networks (MANETs), or other radio equipment that is not P25 compliant;
 16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
 17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:
 - Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
 - PSO will accept priority listings that are approved by the COG's executive committee.
 - PSO will make all final funding decisions based on eligibility, FEMA National Priorities, COG priorities, reasonableness, availability of funding, and cost-effectiveness.
2. For statewide discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

3. The State must designate at least 30% of available SHSP funding to projects supporting the FEMA NPAs listed above as outlined in the FY 2025 HSGP guidance. PSO encourages the COG regions to solicit projects to support each of the NPAs listed in this solicitation.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD

City of Groves
Agenda Item Information Form

Council Meeting Date: Mar 9th, 2026 Department: Police Agenda Item No. 14

Title for Item (same as to be placed on Agenda): Deliberate and act on Resolution 2026-08, authorizing the submittal of a State Homeland Security Program-Competitive NPA FY2026 grant to purchase a security trailer & designate the City Marshal as the authorized officer.

Party(ies) requesting placement of this item on the agenda: City Marshal

Submitted to City Manager's Office on: Date: 3/3/2026 Time: 10:00 AM By: Marshal

Explanation of Item: A resolution from City Council is a required component of the grant application process. See the accompanying memo for additional information.

Deadline for Approval: Immediately

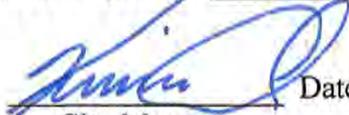
Staff Recommendation: Staff recommends the Council adopt Resolution 2026-08, authorizing the submittal of a Stated Homeland Security Program-Competitive NPA FY2026 grant to purchase a security trailer and designate the City Marshal as the authorized officer, as presented.

Alternative (if any) for consideration: None

Identify any attachments to this document: Grant informational handout, memo, resolution, application

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance - Number _____ Resolution - Number 2026-08 Other - Specify: _____

Signed:  Date: 3/3/2026 Approved:  Date: 03/04/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item (if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM FOR CITY COUNCIL

To: Kevin Carruth, City Manager
From: Christopher Robin, City Marshal
Date: March 3, 2026
Re: Three Proposed Resolutions Authorizing the Submission of
State Homeland Security Grant Applications



Purpose

The Police Department plans to apply for funding through the FY2026 State Homeland Security Program (SHSP) administered by the Texas Office of the Governor (OOG), Public Safety Office. These grant opportunities support terrorism prevention, protection of critical infrastructure, and enhancement of first responder capabilities. The City of Groves intends to submit three separate applications: one under the State Competitive National Priority Area solicitation and two through the Southeast Texas Regional Planning Commission (COG) under SHSP Regular and SHSP LETPA programs. All three grant opportunities require no local matching funds and would have no financial impact on the City's General Fund.

SHSP National Priority Area

This grant request is for funding through the State Competitive National Priority Area program focusing on Enhancing Election Security. The project will support the acquisition of a deployable election security trailer to enhance physical security and monitoring capabilities at the City's two designated voting locations during early voting and Election Day operations.

Value: \$25,000

Need: Election infrastructure has been identified as a national security priority. The proposed security trailer will provide visible deterrence, situational awareness, and enhanced protection for voters, election workers, and ballot integrity. This investment strengthens the City's ability to safeguard critical election-related facilities from targeted disruption or violence.

SHSP LETPA – Regional

This grant request is through the Southeast Texas Regional Planning Commission under the SHSP Law Enforcement Terrorism Prevention Activities (LETPA) program. The project will support the acquisition of specialized equipment necessary for officers to participate in regional tactical operations and enhance response capability during high-risk incidents.

Value: \$22,388

Need: Regional tactical interoperability is critical to effective terrorism prevention and response. This equipment will allow Groves officers to safely integrate into coordinated

regional response efforts, strengthening operational readiness and enhancing protection of soft targets and critical infrastructure within Jefferson County.

SHSP Regular – Regional

This grant request is through the Southeast Texas Regional Planning Commission under the SHSP Regular program. The project will fund the acquisition of six (6) Level III lightweight ballistic shields equipped with integrated viewports and lighting systems to enhance first responder protection.

Value: \$50,579.82

Need: The proposed rifle-rated shields will significantly enhance officer safety and response capability during active threat situations at any location where citizens gather. This investment strengthens physical protective measures and improves the City's ability to respond effectively to high-risk incidents involving crowded places.

Resolution Requirement

The Office of the Governor requires a fully executed governing body resolution authorizing each grant application, along with required certifications and assurances, for the applications to be considered complete and eligible for funding. Failure to submit the executed resolution by the respective application deadlines may result in the applications being deemed ineligible.

Conclusion

The application deadlines require timely City Council approval of the accompanying resolutions to allow staff to submit the grant applications in accordance with state and regional requirements. Approval of these resolutions will authorize the City's participation in the FY2026 SHSP programs and allow the Police Department to pursue approximately \$97,967.82 in Homeland Security funding at no cost to the City's General Fund.

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, FOR A COMPETITIVE FY2026 HOMELAND SECURITY GRANT PROGRAM, ELECTION SITE SECURITY AND INFRASTRUCTURE PROTECTION INITIATIVE, FOR THE CITY OF GROVES POLICE DEPARTMENT

WHEREAS, the City Council of the City of Groves finds it is in the best interest of the citizens of Groves, Texas, that a Homeland Security Grant Program application for FY2026 be submitted requesting funds for the Election Site Security and Infrastructure Protection Initiative for the City of Groves Police Department; and

WHEREAS, the City Council of the City of Groves agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, grant application; and

WHEREAS, the City Council of the City of Groves agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Council assures that the funds will be returned to the Office of the Governor in full;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, that the City Council of the City of Groves:

1. Approves submission of the FY2026 Homeland Security Grant Program grant application requesting funds for the Election Site Security and Infrastructure Protection Initiative for the City of Groves Police Department, to the Office of the Governor, Public Safety Office.
2. Designates the City Marshal as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency

PASSED APPROVED and ADOPTED at a regular meeting of the City Council of the Groves held on the ____ of _____, 2026

GRANT NO: 5931001

Chris Borne, Mayor

ATTEST:

Clarissa Thibodeaux, City Clerk

APPROVED AS TO FORM:

Brandon P. Monk, City Attorney

Agency Name: Groves, City of
Grant/App: 5931001 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

Project Title: Election Site Security and Infrastructure Protection Initiative
Status: Application Pending Submission

Profile Information

Applicant Agency Name: Groves, City of
Project Title: Election Site Security and Infrastructure Protection Initiative
Division or Unit to Administer the Project: Groves Police Department
Address Line 1: 4201 Main Ave
Address Line 2:
City/State/Zip: Groves Texas 77619
Start Date: 9/1/2026
End Date: 8/31/2027

Regional Council of Governments(COG) within the Project's Impact Area: South East Texas
Regional Planning Commission
Headquarter County: Jefferson
Counties within Project's Impact Area: Jefferson

Grant Officials:

Authorized Official

Name: Christopher Robin
Email: crobin@cigrovestx.com
Address 1: 4201 Main Avenue
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5742 **Other Phone:**
Fax: 409-960-5747
Title: Mr.
Salutation: Chief
Position: City Marshal

Financial Official

Name: Lamar Ozley
Email: lozley@cigrovestx.com
Address 1: P.O. Box 846
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5774 **Other Phone:**
Fax: 409-963-3388
Title: Mr.
Salutation: Mr.
Position: Director of Finance

Project Director

Name: Robert Phillips
Email: Tphillips@cigrovestx.com
Address 1: 4201 Main Ave
Address 1:
City: Groves, Texas 77619
Phone: 409-248-4063 Other Phone: 409-962-0244
Fax: 409-960-5749
Title: Mr.
Salutation: Chief Deputy
Position: Chief Deputy

Grant Writer

Name: Christopher Robin
Email: crobin@cigrovestx.com
Address 1: 4201 Main Avenue
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5742 Other Phone.
Fax: 409-960-5747
Title: Mr.
Salutation: Chief
Position: City Marshal

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

Homeland Security Grant Program (HSGP) Competitive National Priority Area (NPA):

Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target**

capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

Grant projects must be submitted in support of the following approved NPAs:

Enhancing Election Security

Core Capabilities: Cybersecurity; Intelligence and Information Sharing; Planning; Long-term Vulnerability Reduction; Situational Assessment; Infrastructure Systems; Operational Coordination; Community Resilience

- Physical security planning support
- Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc.
- General election security navigator support.
- Cybersecurity risk assessments, training, and planning for elections systems.
- Projects that address vulnerabilities identified in cybersecurity risk assessments of elections systems.
- Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection
- Distributed Denial of Service protection
- Migrating online services to the “.gov” internet domain
- Online harassment and targeting prevention services
- Public awareness/preparedness campaigns discussing election security and integrity measures

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
A commitment to provide all applicable matching funds;

A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and

A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management

across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

- Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.
- Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a),

§ 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New

capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The City of Groves proposes the Election Site Security and Infrastructure Protection Initiative to enhance security at the City's two designated voting locations during early voting and Election Day. The project will support the acquisition of a deployable election security trailer equipped with surveillance and monitoring capabilities to improve situational awareness and provide a visible deterrent to potential threats. This capability will assist law enforcement in protecting voters, election workers, and election infrastructure while maintaining safe and orderly election operations. The project supports the National Priority Area of Enhancing Election Security by strengthening operational coordination, situational assessment, and physical security measures. This investment will improve the City's ability to detect, deter, and respond to threats targeting election sites and help maintain public confidence in the integrity of local elections.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Election infrastructure has increasingly become a focus of national security concern due to threats of targeted violence, intimidation, and disruption at polling locations. The City of Groves operates a voting location that serves residents during early voting and Election Day, making this a critical infrastructure requiring enhanced protection. As identified in national and state

homeland security assessments, election sites are considered soft targets that may be vulnerable to threats intended to undermine public confidence in democratic processes. Currently, the City has limited deployable resources specifically dedicated to monitoring and protecting election locations during voting operations. This project addresses that gap by enhancing situational awareness and physical security measures to better safeguard voters, election workers, and election infrastructure.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The City of Groves currently relies on routine law enforcement presence and standard patrol resources to provide security at the City’s designated voting location during early voting and Election Day operations. While officers monitor the area as part of normal public safety operations, the City does not have dedicated election security infrastructure or deployable monitoring systems designed specifically for election sites. Situational awareness is limited to standard patrol observation and existing fixed infrastructure that may not provide full visibility of surrounding areas. As a result, the City’s current capability to monitor activity, deter potential threats, and quickly assess developing situations at election sites remains limited.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The City of Groves currently lacks deployable security infrastructure specifically designed to monitor and protect election sites during voting operations. Without dedicated mobile surveillance capability, situational awareness and threat detection at the voting location are limited. This gap reduces the City’s ability to proactively identify suspicious activity, deter potential threats, and coordinate a rapid response if an incident occurs. Enhancing monitoring and physical security measures at election infrastructure will improve operational coordination and strengthen protection of voters and election workers.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The acquisition of a deployable election security trailer will significantly enhance the City of Groves’ ability to protect its designated voting location during early voting and Election Day operations. The project will improve situational awareness, provide a visible deterrent to potential threats, and support rapid coordination between law enforcement and election officials. Enhanced monitoring capability will allow officers to better detect suspicious activity and respond quickly to potential disruptions. This investment strengthens protection of election infrastructure, supports safe and orderly voting operations, and helps maintain public confidence in the integrity of the election process.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic*

Plan (HSSP). List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

This project supports 2.1.3 Strengthen protection of critical infrastructure, key resources, and election systems to reduce vulnerabilities and enhance resilience against terrorism and targeted violence, as identified in the Texas Homeland Security Strategic Plan (HSSP). Election infrastructure is recognized as critical infrastructure requiring protective measures to prevent disruption and ensure continuity of democratic processes. By enhancing monitoring and physical security at the City's voting location, this project strengthens operational coordination and situational assessment capabilities. The initiative improves the City's ability to detect, deter, and respond to threats targeting election infrastructure while supporting state and national homeland security objectives related to election security and critical infrastructure protection.

Target Group :

Identify the target group and population expected to benefit from this project.

The target group for this project includes registered voters, election workers, volunteers, and residents who utilize the City of Groves' designated voting location during early voting and Election Day. This project also supports the safety of law enforcement personnel and election officials responsible for maintaining secure and orderly voting operations. By enhancing monitoring and security capabilities at the polling site, the project helps protect individuals participating in the election process from potential threats or disruptions. Strengthening security at this location also benefits the broader community by safeguarding election infrastructure and maintaining public confidence in the integrity of local elections.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The City of Groves will sustain this capability by integrating the deployable election security trailer into standard election security planning and operations for future voting cycles. The equipment will be maintained by the Police Department and deployed during early voting and Election Day to support ongoing monitoring and situational awareness at the designated voting location. Officers will coordinate with local election officials to ensure the system supports secure and orderly voting operations. This long-term approach strengthens preparedness, enhances protection of election infrastructure, and supports continued operational coordination between public safety and election administration partners.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity.

The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhancing Election Security	100.00	The City of Groves will procure and deploy a mobile election security trailer equipped with surveillance and monitoring capabilities to enhance security at the City’s designated voting location during early voting and Election Day. The trailer will be positioned to provide improved situational awareness, perimeter monitoring, and visible deterrence against potential threats targeting voters, election workers, or election infrastructure. Law enforcement personnel will utilize the system to monitor activity around the polling location, coordinate with election officials, and support rapid response if suspicious activity or disruptions occur. This activity strengthens operational coordination, situational assessment, and infrastructure protection capabilities while supporting the National Priority Area of Enhancing Election Security. The project will help ensure safe and orderly voting operations and strengthen public confidence in the integrity and security of the election process.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of networks/systems protected with new grant-funded equipment, hardware or software	0
Number of people trained.	0
Number of planning/coordination meetings attended.	2
Number of planning/coordination meetings conducted (including whole community as appropriate).	0
Number of plans developed or updated.	0
Number of risk assessments conducted.	0
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of critical infrastructure facilities hardened.	1
Number of individuals from stakeholder organizations participating in planning/coordination meetings.	2
Number of stakeholders participating in planning/coordination meetings.	4

Budget Details Information

Budget Information by Budget Line Item:

CATE GORY	SUB CATE GORY	DESCRIPTION	OOG	CA SH MA TCH	IN-KIN D MA TCH	G PI	TOT AL	UNI T/ %
Equip ment	14SW-01-VIDA System s, Video Assess ment, Securit y	Deployable election security trailer equipped with solar-powered surveillance capability including two (2) focused security cameras and one (1) 360-degree panoramic camera to provide continuous monitoring and situational awareness at the City of Groves' designated voting location during early voting and Election Day operations. The mobile system will enhance perimeter visibility, provide a visible deterrent to potential threats, and support law enforcement monitoring and coordination to protect voters, election workers, and election infrastructure.	\$25,00	\$0.00	\$0.00	\$0.00	\$25,00	1

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Assess vulnerability of and/or harden/protect critical infrastructure and key assets

Capabilities

Core Capability: Infrastructure Systems

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable

Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step:

Description:

Process:

Milestones

Milestone: Procure and Vendor Selection; **Completion Date:** 09-05-2026

Milestone: Equipment Delivery and System Setup; **Completion Date:** 10-05-2026

Milestone: Operational Deployment and Integration; **Completion Date:** 10-20-2026

NIMS Resources

Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

You are logged in as **User Name:** CRobin2012

Name:

State Homeland Security Program – Competitive National Priority Area Projects (SHSP-NPA), Federal Fiscal Year 2026

Available

02/17/2026

Due Date

03/16/2026

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Office of the Governor (OOG), Public Safety Office (PSO) provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state. **Funding under this announcement will be awarded on a competitive basis for projects supporting FEMA designated SHSP National Priority Areas.**

This funding supports state, tribal and local preparedness activities that address national and state-priority preparedness gaps across selected core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the Stakeholder Preparedness Review (SPR).

The State Homeland Security Program (SHSP) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism;
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;
- **Mitigate** the loss of life and property by lessening the impact of future catastrophic events;
- **Respond** quickly to save lives, protect property and the environment, and meet basic

human needs in the aftermath of a catastrophic incident; and/or

- **Recover** through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Available Funding:

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). SHSP funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process:

Applicants must access PSO's eGrants grant management website at <https://egrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:
2. Applicants must contact their applicable regional council of governments (COG) regarding their application.
3. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to PSO.

*****NEW APPLICATION SUBMISSION REQUIREMENT*****

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- [CEO/NGO Certification and Assurances Form](#) – Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action	Date
Funding Anouncement Release	02/17/2026
Online System Opening Date	02/17/2026
Final Date to Submit and Certify an Application	03/16/2026 at 5:00PM CST
Earliest Project Start Date	09/01/2026

Project Period:

Projects selected for funding must begin between September 1, 2026 and March 1, 2027, and expire on or before August 31, 2028. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month

grant period.

4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$10,000

Maximum: None.

PSO expects to set-aside at least 3% of available SHSP funding for projects under this funding announcement.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. PSO expects to invest at least 3% of available funding for projects supporting the NPA listed below. Applicants are encouraged to submit projects under this NPA when the primary core capability addressed is consistent with a NPA description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).

2. Grant projects must be submitted in support of the following approved NPA:

a. Enhancing Election Security

- **Core Capabilities:** Cybersecurity; Intelligence and Information Sharing; Planning; Long-term Vulnerability Reduction; Situational Assessment; Infrastructure Systems; Operational coordination; Community resilience
 - Physical security planning support.
 - Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. for elections infrastructure.
 - General election security navigator support.
 - Cyber navigator support
 - Cybersecurity risk assessments, training, and planning for elections systems.

- Projects that address vulnerabilities identified in cybersecurity risk assessments of elections systems.
- Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection.
- Distributed Denial of Service protection.
- Migrating online services to the “.gov” internet domain.
- Online harassment and targeting prevention services.
- Public awareness/preparedness campaigns discussing election security and integrity measures.

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Law Enforcement Terrorism Prevention Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the

Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and

state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or

- do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
 6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, firearm silencers, bayonets, or other accessories designed for use with any firearms/weapon;
 7. admission fees or tickets to any amusement park, recreational activity or sporting event;
 8. promotional items or gifts;
 9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
 10. membership dues for individuals;
 11. any expense or service that is readily available at no cost to the grant project;
 12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
 13. fundraising;
 14. legal services for adult offenders;
 15. amateur radios and equipment, FMS radios, GMRS radios, Mobile ad hoc networks (MANETs), or other radio equipment that is not P25 compliant;
 16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
 17. any other prohibition imposed by federal, state, or local law.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Note: Only NPA projects will be considered under this solicitation. Projects for other activity areas should be submitted for consideration under the SHSP Regular or LETPA solicitations.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

All projects submitted under the FEMA NPAs and selected for award by PSO will undergo an

enhanced effectiveness review by FEMA for final approval prior release of any funds

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD

City of Groves
Agenda Item Information Form

Council Meeting Date: Mar 9th, 2026 Department: Police Agenda Item No. 15

Title for Item (same as to be placed on Agenda): Deliberate and act on Resolution 2026-09, authorizing the submittal of a State Homeland Security Program-Regular FY2026 grant to purchase Ballistic Shields and designate the City Marshal as the authorized officer.

Party(ies) requesting placement of this item on the agenda: City Marshal

Submitted to City Manager's Office on: Date: 3/3/2026 Time: 10:00 AM By: Marshal

Explanation of Item: A resolution from City Council is a required component of the grant application process. See the accompanying memo for additional information.

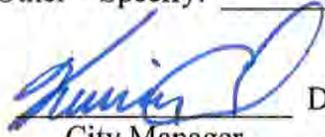
Deadline for Approval: Immediately

Staff Recommendation: Staff recommends the Council adopt Resolution 2026-09, authorizing the submittal Of a State Homeland Security Program – Regular FY2026 Grant to purchase Ballistic Shields and designate the City Marshal as the authorized officer, as presented.

Alternative (if any) for consideration: None

Identify any attachments to this document: Grant informational handout, memo, resolution, application

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number 2026-09 Other – Specify: _____

Signed:  Date: 3/3/2026 Approved:  Date: 03/04/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM FOR CITY COUNCIL

To: Kevin Carruth, City Manager
From: Christopher Robin, City Marshal
Date: March 3, 2026
Re: Three Proposed Resolutions Authorizing the Submission of State Homeland Security Grant Applications



Purpose

The Police Department plans to apply for funding through the FY2026 State Homeland Security Program (SHSP) administered by the Texas Office of the Governor (OOG), Public Safety Office. These grant opportunities support terrorism prevention, protection of critical infrastructure, and enhancement of first responder capabilities. The City of Groves intends to submit three separate applications: one under the State Competitive National Priority Area solicitation and two through the Southeast Texas Regional Planning Commission (COG) under SHSP Regular and SHSP LETPA programs. All three grant opportunities require no local matching funds and would have no financial impact on the City's General Fund.

SHSP National Priority Area

This grant request is for funding through the State Competitive National Priority Area program focusing on Enhancing Election Security. The project will support the acquisition of a deployable election security trailer to enhance physical security and monitoring capabilities at the City's two designated voting locations during early voting and Election Day operations.

Value: \$25,000

Need: Election infrastructure has been identified as a national security priority. The proposed security trailer will provide visible deterrence, situational awareness, and enhanced protection for voters, election workers, and ballot integrity. This investment strengthens the City's ability to safeguard critical election-related facilities from targeted disruption or violence.

SHSP LETPA – Regional

This grant request is through the Southeast Texas Regional Planning Commission under the SHSP Law Enforcement Terrorism Prevention Activities (LETPA) program. The project will support the acquisition of specialized equipment necessary for officers to participate in regional tactical operations and enhance response capability during high-risk incidents.

Value: \$22,388

Need: Regional tactical interoperability is critical to effective terrorism prevention and response. This equipment will allow Groves officers to safely integrate into coordinated

regional response efforts, strengthening operational readiness and enhancing protection of soft targets and critical infrastructure within Jefferson County.

SHSP Regular – Regional

This grant request is through the Southeast Texas Regional Planning Commission under the SHSP Regular program. The project will fund the acquisition of six (6) Level III lightweight ballistic shields equipped with integrated viewports and lighting systems to enhance first responder protection.

Value: \$50,579.82

Need: The proposed rifle-rated shields will significantly enhance officer safety and response capability during active threat situations at any location where citizens gather. This investment strengthens physical protective measures and improves the City's ability to respond effectively to high-risk incidents involving crowded places.

Resolution Requirement

The Office of the Governor requires a fully executed governing body resolution authorizing each grant application, along with required certifications and assurances, for the applications to be considered complete and eligible for funding. Failure to submit the executed resolution by the respective application deadlines may result in the applications being deemed ineligible.

Conclusion

The application deadlines require timely City Council approval of the accompanying resolutions to allow staff to submit the grant applications in accordance with state and regional requirements. Approval of these resolutions will authorize the City's participation in the FY2026 SHSP programs and allow the Police Department to pursue approximately \$97,967.82 in Homeland Security funding at no cost to the City's General Fund.

RESOLUTION NO. 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, FOR A FY2026 HOMELAND SECURITY GRANT PROGRAM, SOFT TARGET PROTECTION AND REGIONAL TACTICAL SHIELD ENHANCEMENT, FOR THE CITY OF GROVES POLICE DEPARTMENT

WHEREAS, the City Council of the City of Groves finds it is in the best interest of the citizens of Groves, Texas, that a Homeland Security Grant Program application for FY2026 be submitted requesting funds for the Soft Target Protection and Regional Tactical Shield Enhancement project for the City of Groves Police Department; and

WHEREAS, the City Council of the City of Groves agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, grant application; and

WHEREAS, the City Council of the City of Groves agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Council assures that the funds will be returned to the Office of the Governor in full;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, that the City Council of the City of Groves:

1. Approves submission of the FY2026 Homeland Security Grant Program grant application requesting funds for the Soft Target Protection and Regional Tactical Shield Enhancement project for the City of Groves Police Department, to the Office of the Governor, Public Safety Office.
2. Designates the City Marshal as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency

PASSED APPROVED and ADOPTED at a regular meeting of the City Council of the Groves held on the ____ of _____, 2026

GRANT NO: 5905601

Chris Borne, Mayor

ATTEST:

Clarissa Thibodeaux, City Clerk

APPROVED AS TO FORM:

Brandon P. Monk, City Attorney

Agency Name: Groves, City of
Grant/App: 5905601 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

Project Title: Soft Target Protection and Regional Tactical Shield Enhancement Project
Status: Application Pending Submission

Profile Information

Applicant Agency Name: Groves, City of
Project Title: Soft Target Protection and Regional Tactical Shield Enhancement Project
Division or Unit to Administer the Project: Groves Police Department
Address Line 1: 4201
Address Line 2:
City/State/Zip: Groves Texas 77619
Start Date: 9/1/2026
End Date: 8/31/2027

Regional Council of Governments(COG) within the Project's Impact Area: South East Texas
Regional Planning Commission
Headquarter County: Jefferson
Counties within Project's Impact Area: Hardin,Jefferson,Orange

Grant Officials:

Authorized Official

Name: Christopher Robin
Email: crobin@cigrovestx.com
Address 1: 4201 Main Avenue
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5742 **Other Phone:**
Fax: 409-960-5747
Title: Mr.
Salutation: Chief
Position: City Marshal

Financial Official

Name: Lamar Ozley
Email: lozley@cigrovestx.com
Address 1: P.O. Box 846
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5774 **Other Phone:**
Fax: 409-963-3388
Title: Mr.
Salutation: Mr.
Position: Director of Finance

Project Director

Name: Robert Phillips

Email: Tphillips@cigrovestx.com

Address 1: 4201 Main Ave

Address 1:

City: Groves, Texas 77619

Phone: 409-248-4063 Other Phone: 409-962-0244

Fax: 409-960-5749

Title: Mr.

Salutation: Chief Deputy

Position: Chief Deputy

Grant Writer

Name: Christopher Robin

Email: crobin@cigrovestx.com

Address 1: 4201 Main Avenue

Address 1:

City: Groves, Texas 77619

Phone: 409-960-5742 Other Phone:

Fax: 409-960-5747

Title: Mr.

Salutation: Chief

Position: City Marshal

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target**

capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete

UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for

allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

- Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.
- Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures – Local Units of Government

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal

officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The City of Groves proposes to acquire six Level III lightweight ballistic shields with integrated viewports, lighting systems, and carry bags to enhance first responder protection during incidents involving soft targets and crowded places. These shields will support primary and secondary response operations at schools, churches, business districts, shopping areas, and public events where large groups gather. The project strengthens Physical Protective Measures, Interdiction and Disruption, and Operational Coordination core capabilities under the Protection of Soft Targets/Crowded Places National Priority Area. The equipment will improve rapid deployment capability, officer survivability, and protective positioning during active threat situations or high-risk public safety operations. This investment enhances regional preparedness and target hardening measures while supporting scalable response for both routine event security and critical incidents impacting vulnerable populations.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The City of Groves faces the potential for threats to soft targets and crowded places, consistent with risks identified in the Texas State Threat and Hazard Identification and Risk Assessment (THIRA). The THIRA identifies Active Assailant/Mass Casualty Incidents and Critical Infrastructure Disruption as high-risk scenarios requiring enhanced protective measures and rapid interdiction capability. First responding officers must be equipped to implement physical protective measures and immediate threat mitigation in environments where large populations are present. Currently, the City lacks sufficient deployable ballistic protection to adequately shield officers and civilians during high-risk responses at crowded venues. This capability gap limits the City's ability to meet core capability targets under Protection of Soft Targets/Crowded Places and increases vulnerability during violent or complex coordinated incidents.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

Acquisition of six Level III lightweight ballistic shields will significantly enhance first responder safety and rapid deployment capability during incidents involving schools, churches, business districts, shopping areas, and public events. The project will strengthen Physical Protective Measures and Interdiction and Disruption capabilities by providing rifle-rated protection consistent with threats identified in the Texas State and Regional THIRA. Improved ballistic protection will allow officers to safely approach, shield civilians, and mitigate threats in crowded environments. This investment increases regional preparedness, reduces vulnerability at soft targets, and enhances the City's ability to protect the public during high-risk incidents.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

This project supports Priority Action 3.1.1 – Strengthen operational coordination and response capabilities to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events as outlined in the Texas Homeland Security Strategic Plan. By equipping first responders with rifle-rated ballistic shields, the City of Groves enhances its ability to safely and effectively respond to active threats at soft targets and crowded places. The project improves coordinated response capability and protective positioning during high-risk incidents involving schools, houses of worship, business districts, and public events. Strengthening these response capabilities directly advances regional preparedness and aligns with state homeland security objectives focused on protecting vulnerable populations and critical community gathering sites.

Target Group :

Identify the target group and population expected to benefit from this project.

The target group for this project includes the residents, students, faculty, congregants, business owners, employees, and visitors within the City of Groves and surrounding Jefferson County who gather at soft targets and crowded places. This includes three local schools, multiple churches and houses of worship, retail and business districts, shopping areas, and annual public events that draw significant attendance. These populations represent vulnerable groups that may be impacted by active assailant or other violent threats. By enhancing first responder protective capability, this project directly benefits these community members by improving safety, rapid threat mitigation, and overall incident response effectiveness in high-occupancy environments.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The City of Groves is committed to sustaining this enhanced protective capability through continued training, routine deployment during high-visibility events, and integration into standard operating procedures for active threat response. The ballistic shields will be maintained, inspected, and incorporated into first responder equipment inventories to ensure long-term operational readiness. Officers will continue participating in regional coordination efforts and joint exercises to strengthen interoperability with neighboring agencies. This ongoing approach supports durable target hardening measures and ensures continued alignment with Protection of Soft Targets/Crowded Places priorities and Texas homeland security objectives.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Protection of Soft Targets/Crowded Places	100.00	The City of Groves will procure six Level III lightweight ballistic shields equipped with integrated viewports, lighting systems, and carry bags to enhance first responder protection at soft targets and crowded places. These shields will be deployed during routine security operations at schools, houses of worship, retail areas, shopping districts, and public events, as well as during active threat or high-risk incidents. The equipment strengthens physical protective measures by enabling officers to safely approach, shield civilians, and mitigate threats in high-occupancy environments. The project also supports coordinated regional response efforts by improving deployment capability and interoperability during critical incidents. This activity directly advances the Protection of Soft Targets/Crowded Places National Priority Area by enhancing operational readiness and reducing vulnerability at community gathering locations.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of First Responder or EMC personnel provided with new or updated equipment.	6
Number of individuals participating in exercises.	0
Number of operational coordination programs (EOCs/EOC systems or other Incident Command structures) created, maintained or enhanced.	0
Number of people trained.	0
Number of Special Response Teams created, maintained or enhanced.	0
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of Ballistic Shields Procured and Deployed in Patrol Vehicles	6

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Number of Ballistic Shields Procured and Deployed in Patrol Vehicles	6

Budget Details Information

Budget Information by Budget Line Item:

CATE GORY	SUB CATE GORY	DESCRIPTION	OOG	CA SH MA TCH H	IN-KIN D MA TCH H	G PI	TOT AL	UNI T/ %
Equip ment	01LE-01-SHLD Shield, Ballistic, Protection Against Small Arms	Procurement of NIJ-compliant ballistic protective shields (Level III) with reinforced ballistic viewports and integrated lighting systems for placement in marked patrol vehicles. Shields will provide protection against small arms threats and enhance first-arriving officer safety during high-risk incidents, including active assailant and barricaded subject responses. Assets will be deployable locally and under existing mutual aid agreements to strengthen regional response capability. Procurement includes manufacturer-approved mounting and integrated illumination components.	\$50,57	\$0.00	\$0.00	\$0.00	\$50,57	6

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
\$50,579.82	\$0.00	\$0.00	\$0.00	\$50,579.82

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
 Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
 Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: On-scene Security, Protection, and Law Enforcement

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable

Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Finalize ballistic shield specifications and obtain vendor quotes.; **Completion Date:** 10-01-2026

Milestone: Submit purchase order and complete procurement process.; **Completion Date:** 11-15-2026

Milestone: Receive, inventory, and deploy shields in patrol vehicles.; **Completion Date:** 01-31-2027

NIMS Resources

Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Law Enforcement Patrol Team

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1034

You are logged in as **User Name:** CRobin2012

Name:

State Homeland Security Program – Regular Projects (SHSP-R), Federal Fiscal Year 2026

Available
02/17/2026

Due Date
03/16/2026

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Office of the Governor (OOG), Public Safety Office (PSO) provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

This funding supports state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the Stakeholder Preparedness Review (SPR).

The State Homeland Security Program (SHSP) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism;
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;
- **Mitigate** the loss of life and property by lessening the impact of future catastrophic events;
- **Respond** quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- **Recover** through a focus on the timely restoration, strengthening, accessibility and

revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Note for Cybersecurity Applicants: Projects seeking to design and implement efforts to address imminent cybersecurity threats to local information systems should refer to the [State and Local Cybersecurity Grant Program \(SLCGP\) Announcements](#) available on the [Funding Opportunities](#) page in [eGrants](#).

Available Funding:

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process:

Applicants must access PSO's eGrants grant management website at <https://egrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:
2. Applicants must contact their applicable regional council of governments (COG) regarding their application.
3. Each of Texas' 24 COGs holds its own application planning workshops, workgroups,

and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to PSO.

*****NEW APPLICATION SUBMISSION REQUIREMENT*****

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- [CEO/NGO Certification and Assurances Form](#) – Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action	Date
Funding Anouncement Release	02/17/2026
Online System Opening Date	02/17/2026
Final Date to Submit and Certify an Application	03/16/2026 at 5:00PM CST
Earliest Project Start Date	09/01/2026

Project Period:

Projects selected for funding must begin between September 1, 2026 and March 1, 2027, and expire on or before August 31, 2028. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or

future grant awards with the same costs.

2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$10,000

Maximum: None. However, PSO uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, PSO expects to make available approximately \$1.5 - \$2 million to state agencies in support of 10 – 15 projects under this solicitation and the SHSP-LETPA solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. Applicants are encouraged to submit projects under these National Priority Areas when the primary core capability addressed is consistent with a National Priority Area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).
2. Grant projects must be submitted in support of one of the following approved activity areas:

- a. **Community Preparedness and Resilience**

- **Core Capabilities:** Planning; Public Information and Warning; Community Resilience; Mass Care Services; Risk and Disaster Resilience Assessment; Long Term Vulnerability

Reduction.

- Projects supporting training and equipping regional and local Citizen Corps Programs (CCP) including Community Emergency Response Teams (CERT).
- Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training to faith-based organizations, local businesses, and community-based organizations including homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience to all hazards.
- Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience.

b. Emergency Operations Centers and Technology

- Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.
- Implementing WebEOC and other situational awareness and decision support tools.
- Enhancing emergency operations centers.
- Conducting or participating in incident management training and/or exercises.

c. Interoperable Emergency Communications

- Building capabilities to meet P-25 standards.
- Sustaining existing capabilities (e.g. life cycle replacement of equipment).
- Projects must enhance current capabilities or address capability gaps identified by the Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Communications Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature. **Note:** *Projects to increase voice communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects.*
- If a project is funded (after an agency receives the grant award from the PSO), the planned expenditures must be submitted to and receive validation from the Statewide Interoperability Coordinator (SWIC) prior to purchase. **Note:** *Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.*

d. Planning

- Developing state and regional risk and preparedness assessments, including those related to special events.
- Core capability development planning, to include typing and tracking of equipment and special response teams.
- Planning and execution of training and exercises focused on terrorism prevention, protection and response.
- Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
- Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
- Planning and implementation of initiatives to enhance the Citizen Corps Program and other community resilience initiatives.
- Planning for continuity of operations.

e. Protection of Soft Targets/Crowded Places (NPA)

- **Core Capabilities:** Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection; Access Control/Identity Verification; Physical Protective Measures; Risk Management for Protection Programs
 - Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
 - Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
 - Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
 - Analyzing critical infrastructure threats and information sharing with private sector partners.
 - Enhancing public awareness, education and communications, and increasing reporting of suspicious activities related to critical infrastructure.

f. Support of First Responder Capabilities - *Note: Because there is the potential for significant overlap between this activity area and the FEMA National Priorities, applicants should first check whether their proposed project is consistent with the description and core capabilities outlined for the National Priority Areas.*

- Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).

- Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
- Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
- Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
- Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
- Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

g. Supporting Homeland Security Task Forces and Fusion Centers (NPA)

- **Core Capabilities:** Intelligence and Information Sharing, Interdiction and Disruption, Public information and Warning, Operational Coordination, Risk Management for Protection Programs and Activities
 - Establishing or enhancing multi-agency Homeland Security Task Forces (HSTFs), including operational coordination centers
 - Enhancing capabilities and integration with local fusion centers
 - Procurement of technology or equipment to support surveillance, communications, and data analysis
 - Development of standard operating procedures for information sharing, joint operations, and immigration enforcement coordination
 - Personnel training, credentialing, and certification to improve interoperability and mission alignment
 - Intelligence analysis, reporting, and suspicious activity monitoring
 - Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks
 - Community engagement efforts to foster trust and encourage threat reporting
 - Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities
 - Cooperation with DHS and other entities in intelligence, threat recognition, assessment, analysis, and mitigation
 - Identification, assessment, and reporting of threats of violence
 - Intelligence analysis training, planning, and exercises
 - Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious

activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI).

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Law Enforcement Terrorism Prevention Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is

requested;

- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not

subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. weapons accessories to include but not limited to optics/sights, laser aiming devices, ammunition pouches, slings, firearm silencers, bayonets, rifle bags or other accessories designed for use with any firearms/weapon;

7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional items or gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;
12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. fundraising;
14. legal services for adult offenders;
15. amateur radios and equipment, FMS radios, GMRS radios, Mobile ad hoc networks (MANETs), or other radio equipment that is not P25 compliant;
16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:

- Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based on eligibility, FEMA National Priorities, COG priorities, reasonableness, availability of funding, and cost-effectiveness.

2. For statewide discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

3. The State must designate at least 30% of available SHSP funding to projects supporting the FEMA NPAs listed above as outlined in the FY 2025 HSGP guidance. PSO encourages the COG regions to solicit projects to support each of the NPAs listed in this solicitation.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$TBD

City of Groves

Agenda Item Information Form

Council Meeting Date: 3/9/26 Department: FIRE Agenda Item No.: 16

Title for Item (same as to be placed on Agenda): Deliberate and act on a Professional Services Agreement with Frontline Mobile Health for cancer screening for Fire Department Personnel

Party(ies) requesting placement of this item on the agenda: Fire Chief Lance Billeaud

Submitted to City Manager's Office on: Date: 2/9/26 Time: 10:30am By: Lance Billeaud

Explanation of item: A new State law was passed that stated municipalities must offer cancer screenings to firefighters annually with five or more years of service. "THIS ITEM WILL NEED A MOTION TO UNTABLE."

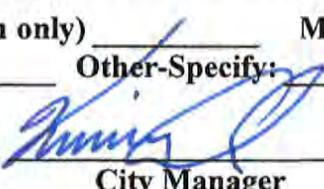
Staff Recommendation: Staff recommends Council approve the Professional Services Agreement as presented.

Alternative (if any) for consideration: Deny the request

Identify any attachments to this document: PSA with Frontline Mobile Health

Specific Council Action Requested: None (Information item only) Motion _____

Ordinance-Number _____ Resolution-Number _____ Other-Specify: _____

Signed: _____ Date: _____ Approved:  Date: 03/06/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES _____ NO _____
If yes, specify account no. _____. If no, explain and identify intended funding source: _____

ACTION TAKEN BY COUNCIL

APPROVED: _____ NOT APPROVED: _____ Any follow-up action required? YES _____ NO _____
If yes, explain: _____

MEMORANDUM

To: Mayor and City Council
From: Fire Chief Lance Billeaud
Date: March 6, 2026
Re: Frontline Mobile Health Proposal for Firefighter Medical Screenings



Purpose

The purpose of this memo is to explain House Bill 198 (Wade Cannon Act) and summarize the Professional Services Agreement with Frontline Mobile Health for firefighter cancer screenings and medical evaluations.

Summary of HB 198 (Wade Cannon Act)

House Bill 198, also known as the Wade Cannon Act, was passed by the 89th Texas Legislature in 2025 to improve firefighter health and safety. The law requires cities and other political subdivisions to provide cancer screenings and health evaluations for firefighters at no cost once a year after the firefighter's fifth year of employment.

Firefighters face higher risks of cancer and other job-related health issues due to exposure to smoke, chemicals, and hazardous environments. The proposed agreement allows the City of Groves to provide medical and wellness evaluations for firefighters using a specialized provider. These evaluations help detect health issues early and support firefighter safety while maintaining a healthy workforce.

The occupational cancer screening must be confidential and also include a:

- urine test;
- pulmonary function test;
- electrocardiogram;
- infectious disease screening;
- breast cancer screening; blood test; and
- chest x-ray (every five years).

HB 198 was named after a firefighter who died from cancer linked to line-of-duty exposure. The law gives cities clear authority to contract for preventive medical services for firefighters.

Professional Services Agreement – Overview

The accompanying agreement with Frontline Mobile Health, PLLC, provides:

- Annual firefighter medical evaluations
- Candidate medical and psychological evaluations
- Fitness-for-duty medical and psychological evaluations

3947 Lincoln Avenue, Groves, Texas 77619 Phone: (409) 960-5773 Fax: (409) 963-3388

www.cigrovestx.com

- Promotional and special assignment psychological evaluations

These services follow national standards such as NFPA 1580 and 1582 and applicable state requirements.

The agreement will allow access to all of Frontline’s services if the City has the need in the future; however, to meet the requirements of HB 198, GFD will utilize the Partnership and Essentials annual medical evaluation tiers, as shown in the accompanying pricing table.

Term and Cost Structure

Clear benefits to operations include:

- **Initial Term:** October 1, 2025, through September 30, 2026
- **Renewals:** Up to four one-year renewal options
- **Pricing:** Based on a per-person service tier
- **Annual Increases:** Limited to a maximum of 5% per renewal year

The agreement includes a non-appropriation clause, meaning the City may terminate the contract if funds are not budgeted in a future fiscal year.

Why This Agreement Matters

This agreement:

1. supports firefighter health and safety;
2. helps the City comply with HB 198;
3. reduces long-term injury, illness, and workers’ compensation risk;
4. provides clear medical documentation for fitness-for-duty decisions; and
5. uses a specialized provider with public safety experience.

The service provider does not make employment decisions. All hiring, promotion, and discipline decisions remain with the City.

Staff Recommendation

Staff recommends approval of the Professional Services Agreement as it:

- meets the requirements of state law;
- supports firefighter wellness;
- follows best practices for public safety agencies; and
- protects the City through clear contract terms.

OUR ANNUAL MEDICAL EVALUATIONS: PRICING

COMPONENT LIST FOR PRICING TIERS FOR ANNUAL PHYSICALS			
LAB TEST	PARTNERSHIP	ESSENTIALS	FOUNDATIONS
Comprehensive Metabolic Panel	Yes	Yes	Yes
Complete Blood Count	Yes	Yes	Yes
Lipid Panel	Yes	Yes	Yes
Urinalysis with Reflex Micro	Yes	Yes	Yes
Hemoglobin A1c	Yes	Yes	Yes
C-Reactive Protein	Yes	Cardiovascular Focused	No
Uric Acid	Yes	Cardiovascular Focused	No
Lipoprotein (a)	Yes	Cardiovascular Focused	No
Apolipoprotein B	Yes	Cardiovascular Focused	No
TSH Reflex to Free T4	Yes	Cancer Focused	No
PSA, Total (Men)	Yes	Cancer Focused	No
CA-125 (Women)	Yes	Cancer Focused	No
Fecal Occult Blood	Yes	Cancer Focused	No
Cortisol, AM	Yes	No	No
Testosterone Free/Total with SHBG (Men)	Yes	No	No
Estradiol (Women)	Yes	No	No
EXAMS	PARTNERSHIP	ESSENTIALS	FOUNDATIONS
Personalized Risk Assessment	Yes	Yes	Yes
Health Questionnaire and Screening	Yes	Yes	Yes
Body Composition Analysis	Yes	Yes	Yes
Vision Screening	Yes	Yes	Yes
Audiogram	Yes	Yes	Yes
Human Performance Assessment	Yes	Yes	Yes
Resting EKG	Yes (Included in CPET)	Cardiovascular Focused	Yes
Cardiopulmonary Exercise Test	Yes	Cardiovascular Focused	No
Pulmonary Function Test	Yes	Cardiovascular Focused	No
Chest X-Ray	Yes	Cancer Focused	No
Cancer Screening Ultrasound: Thyroid, Liver, Gallbladder, Spleen, Pancreas, Kidneys, Proximal Abdominal Aorta, Bladder, Testes (Men), Ovaries (Women)	Yes	Cancer Focused	No
Physical Examination and Consultation with Medical Provider	Yes	Yes	Yes
Operational Threat Brief	Yes	Yes	No
Organizational Climate Assessment	Yes	Yes	No
PRICE PER EXAM	\$950	\$750	\$550

PROFESSIONAL SERVICES AGREEMENT

The following Terms of the Professional Service Agreement ("Agreement") are entered into and made effective on the date of execution of this Agreement by both Parties.

BETWEEN:

FRONT LINE MOBILE HEALTH, PLLC, ("Service Provider"), a professional limited liability company organized and existing under the laws of Texas, with its principal office located at 4749 Williams Drive, Suite 304, Georgetown, TX 78633, info@frontlinemobilehealth.com;

AND:

Groves Fire Department, City of Groves, Texas, acting by and through its Groves Fire Department ("Contracting Agency"), a Texas municipality organized and existing under the laws of {{CONTRACTING AGENCY STATE}}, with its principal office located at 5911 West Washington Blvd., Groves, TX 77619, which may be contacted at:

Point of Contact: Lance Billeaud, Fire Chief

Phone Number: (409) 540-0024

E-Mail Address: lbilleaud@cigrovestx.com

Service Provider and Contracting Agency may be referred to herein individually as "Party," or collectively as "Parties."

WHEREAS Service Provider is in the business of providing professional medical services relating to Annual Medical Evaluations, Candidate Medical Evaluations, Fitness-for-Duty Medical Evaluations, Candidate Psychological Evaluations, Fitness for Duty Psychological Evaluations, Promotional Psychological Evaluations, Special Tactics Team Selection Psychological Evaluations, and Professional Consulting Services; and

WHEREAS, Service Provider will provide such services to Contracting Agency's Incumbent Firefighter personnel, Candidate Firefighter personnel, Candidate Fire Academy personnel, Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Communications Personnel, Candidate Emergency Communications Personnel, Other Incumbent Personnel, or Other Candidate Personnel, identified by the Contracting Agency who volunteer to undergo these evaluations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. ENTIRE AGREEMENT

This Agreement, recitals, and attachments represent the entire understanding and agreement between Service Provider and Contracting Agency, and supersede all other negotiations, proposals, understandings, and representations (written or oral) made by and between Service Provider and Contracting Agency. This Agreement includes the following attachments which are incorporated herein:

- 1.1 Exhibit A, "Minimum Billing Amount".
- 1.2 Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations".
- 1.3 Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations".
- 1.4 Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations".
- 1.5 Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations".
- 1.6 Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations".
- 1.7 Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations".
- 1.8 Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations".
- 1.9 Exhibit I, "Scope of Services and Fee Schedule for Professional Consulting Services".
- 1.10 Exhibit J, "Examinee Waiver for Medical Evaluation".
- 1.11 Exhibit K, "Examinee Waiver for Fitness-for-Duty Medical Evaluation".
- 1.12 Exhibit L, "Post-Offer Psychological Evaluation: Disclosure and Informed Consent".
- 1.13 Exhibit M, "Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent".
- 1.14 Exhibit N, "Promotional Psychological Evaluation: Disclosure and Informed Consent".
- 1.15 Exhibit O, "Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent".
- 1.16 Exhibit P, "Requirements for Firefighters".
- 1.17 Exhibit Q, "Medical Recommendation Form".
- 1.18 Exhibit R, "Work Limitations Form".

2. TERM

2.1 The initial term of this Agreement shall begin on 10/01/2025 (the "Effective Date") and shall expire on 09/30/2026 (the "Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). After the Initial Term, the Contracting Agency may request to renew this Agreement under the same terms and conditions, subject to any price adjustments in accordance with Section 2.2, for up to four (4) additional one-year terms. Each renewal shall be subject to the Service Provider's written agreement, which shall not be unreasonably withheld, and shall be confirmed by both Parties in writing no later than ninety (90) days prior to the expiration of the Initial Term, or no later than ninety (90) days prior to the expiration of each subsequent Renewal Term.

2.2 Service Provider may, at its discretion, increase the price for those services identified in Exhibit B through Exhibit I (Section 1.2 through Section 1.9) of this Agreement a maximum of five percent (5%) at the start of each Renewal Term the Agreement is in effect.

Service	Tier	Initial Term	1st Option Year	2nd Option Year	3rd Option Year	4th Option Year
Annual Medical Evaluations	Partnership	\$ 950.00	\$ 997.50	\$ 1,047.38	\$ 1,099.74	\$ 1,154.73
	Essentials Cancer	\$ 750.00	\$ 787.50	\$ 826.88	\$ 868.22	\$ 911.63
	Essentials Cardiovascular	\$ 750.00	\$ 787.50	\$ 826.88	\$ 868.22	\$ 911.63
	Foundations	\$ 550.00	\$ 577.50	\$ 606.38	\$ 636.69	\$ 668.53
Candidate Medical Evaluations	Partnership	\$ 1,600.00	\$ 1,680.00	\$ 1,764.00	\$ 1,852.20	\$ 1,944.81
	Essentials	\$ 1,200.00	\$ 1,260.00	\$ 1,323.00	\$ 1,389.15	\$ 1,458.61
	Foundations	\$ 800.00	\$ 840.00	\$ 882.00	\$ 926.10	\$ 972.41

The amounts reflected in the table above constitute the agreed-upon pricing for each Term, subject to renewal by the Parties in accordance with Section 2.1.

3. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

“Authority Having Jurisdiction” (“AHJ”) shall mean and refer to Contracting Agency’s Authority Having Jurisdiction (as that term is defined in NFPA 1580 Section 3.2.2) as an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation or a procedure. The AHJ for Contracting Agency is {{AUTHORITY HAVING JURISDICTION}}.

“Annual Medical Evaluation” shall mean and refer to the analysis of information for the purpose of making a determination of medical certification of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Telecommunications personnel, and Incumbent Other personnel (the “Participant”) identified by the Contracting Agency who volunteer to undergo these evaluations of each one’s ability to meet the appropriate standards regarding Firefighter, Peace Officer, Emergency Telecommunications, or Other applicable duty fitness, as well as to identify areas of the Participant’s medical status that may indicate the possibility of future health issues and/or impact that Participant’s ability to carry out the essential job tasks or duties associated with his or her position.

“Candidate Medical Evaluation” shall mean and refer to the analysis of baseline information for the purpose of making a determination of medical certification of Candidate Firefighter personnel, Candidate Fire Academy personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Telecommunications personnel or Candidate Other Personnel (the “Candidate”) identified by the Contracting Agency who volunteer to undergo these evaluations of each one’s ability to meet the appropriate standards regarding Firefighter, Peace Officer, Emergency Telecommunications, or Other applicable duty fitness, as well as to identify areas of the Candidate’s medical status that may indicate the possibility of future health issues and/or impact that Candidate’s ability to carry out the essential job tasks or duties associated with his or her position.

“Confidential Information” shall mean and refer to all information or material that has or could have commercial value or other utility in a disclosing party’s business, and that is disclosed by one Party to this Agreement to the other in connection with or incidental to a Party’s performance under this Agreement.

“Essential Job Task” shall mean and refer to a task or assigned duty that is critical to successful performance of the job (as that term is defined in NFPA 1580 Section 3.3.29) and described in Exhibit P “Requirements for Firefighters”.

“Final Billing Amount” shall mean and refer to the total amount the Contracting Agency will be invoiced for, based on the final roster of Participants provided to the Service Provider, which is required no later than thirty (30) days before the Introductory E-Mail is sent to the Participants, and any Participants added to the roster by the Contracting Agency in coordination with Service Provider, and the amounts specified for services performed in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement. If additional Participants are added by Contracting Agency after submission of the final roster to Service Provider, the Final Billing Amount will be greater than the Minimum Billing Amount (please see Definition of “Minimum Billing Amount”).

“Fitness for Duty” shall mean and refer to an assessment of the correlation between a Participant’s capabilities and their assigned duties, and the ability of a Participant to perform their assigned duties completely and effectively.

“Human Performance Assessment” shall mean and refer to a series of self-reported standardized behavioral health assessments that measure the Participant’s condition regarding behavioral health attributes that Service Provider has determined impact the Participant’s personal and work performance.

“Incumbent Firefighter, Incumbent Sworn Peace Officer, Incumbent Emergency Telecommunications, or Incumbent Other personnel” shall mean and refer to a Participant who has been hired and is no longer a Candidate Firefighter, Candidate Fire Academy personnel, Candidate Sworn Peace Officer, Candidate Peace Officer Academy personnel, Candidate Emergency Telecommunications, or Candidate Other personnel.

“Medical Recommendation Form” shall mean and refer to Exhibit Q, “Medical Recommendation Form” which refers to the ability of Contracting Agency Incumbent Firefighter, Candidate Firefighter, or Candidate Fire Academy personnel to perform any and/or all of the 15 Essential Job Tasks from the National Fire Protection Association (NFPA) standard, titled “2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness”, Chapter 10 Occupational Medical: Essential Job Tasks (NFPA 1582), found in Exhibit P, “Requirements for Firefighters”.

“Minimum Billing Amount” shall mean and refer to the minimum amount the Contracting Agency will be invoiced for, based on the final roster of Participants provided to the Service Provider, which is required no later than thirty (30) days before the Introductory E-Mail is sent to the Participants, and the amounts specified for services performed in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement. Any additional Participants added to the roster by the Contracting Agency in coordination with Service Provider will be added to the Final Billing Amount (please see Definition of “Final Billing Amount”).

“NFPA 1580” shall mean and refer to the National Fire Protection Association standard titled “2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness”, as effective as of the Effective Date of this Agreement.

“NFPA 1582” shall mean and refer to the National Fire Protection Association standard titled “2022 NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments”, as effective as of the Effective Date of this Agreement.

“NFPA 1583” shall mean and refer to the National Fire Protection Association standard titled “2022 NFPA 1583 Standard on Health-Related Fitness Programs for Fire Department Members”, as effective as of the Effective Date of this Agreement.

4. COMPENSATION

4.1 During the Initial Term of this Agreement, Contracting Agency will compensate Service Provider for services performed in the amount specified in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement. Subsequent Renewal Terms will be subject to the price escalation describe in Section 2.2 of this Agreement.

4.2 Contracting Agency will compensate Service Provider based on the information contained in Exhibit A, “Minimum Billing Amount”. To determine final resource and staffing levels for the physicals, Service Provider requires Contracting Agency to submit a final roster of Annual Medical Evaluation Participants no later than thirty (30) days before the Introductory E-Mail is sent to the Participants. The number of Participants listed on the roster will be the minimum number of physicals billed. Contracting Agency may continue to add Participants in coordination with Service Provider. The charges for these additional Participants will be added to the Final Billing Amount.

4.3 Selection of Annual Medical Evaluation Service Tier. Prior to scheduling or initiating Step 1 for any Annual Medical Evaluations, Contracting Agency and Service Provider shall confirm in writing (email acceptable) the selected Annual Medical Evaluation service tier from Exhibit B and the associated per-Participant rate for the contract period. Exhibit A shall

be completed to reflect (a) the selected tier, (b) the roster count used for minimum staffing and billing purposes, and (c) the resulting Minimum Billing Amount.

5. PAYMENT

5.1 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations" of this Agreement.

5.1.1 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of Annual Medical Evaluations. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 4 of Annual Medical Evaluations, to include any Participants re-scheduled as make-up evaluations. The Annual Medical Evaluation operational steps are as follows:

(a) Step 1: Introductory E-Mails sent to Participants with information and instructions, Participant creation of their patient portal in the Front Line Mobile Health proprietary electronic health record (EHR), Sequoia, Participant completion of Pre-Arrival Questionnaire, Personal Risk Assessment, Human Performance Assessment, and any additional administrative tasks which may be required in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

(b) Step 2: Phlebotomy for blood specimen collection, urine specimen collection, and stool specimen collection, if applicable, is completed in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

(c) Step 3: Diagnostic testing is completed in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

(d) Step 4: Physical Examination and Provider Consultation is completed, and Medical Recommendation Forms are generated, if applicable, in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

5.1.2 If a Participant's Annual Medical Evaluation is re-scheduled as a make-up through a request initiated by Contracting Agency, invoicing will still take place for services rendered in accordance with Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

5.1.3 If Service Provider initiates the re-scheduling of a Participant's Annual Medical Evaluation as a make-up, then Service Provider shall delay issuing an invoice for the re-scheduled evaluation until the evaluation is complete.

5.2 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations", of this Agreement.

5.2.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of Step 4 of an individual Participant's Candidate Medical Evaluation.

5.2.2 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Minimum Billing Amount or one hundred percent (100%) of the Final Billing Amount, whichever is greater, following completion of Step 4 of a group of Participants' Candidate Medical Evaluations where completion of all Steps occurs within a period of fewer than thirty (30) days.

5.2.3 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of a group of Participants' Candidate Medical Evaluations where completion of all Steps occurs in a period of thirty (30) days or greater. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 4 of a group of Participants' Candidate Medical Evaluations, to include any Participants re-scheduled as make-up evaluations. The Candidate Medical Evaluation Steps are the same as the Annual Medical Evaluation Steps.

5.3 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", Exhibit F, and "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement.

5.3.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of an individual Participant's Fitness-for-Duty Medical Evaluation or an individual Participant's Fitness-for-Duty Psychological Evaluation.

5.4 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", and Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

5.4.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of an individual Participant's Candidate Psychological Evaluation, an individual Participant's Promotional Psychological Evaluation, or an individual Participant's Special Tactics Team Selection Psychological Evaluations.

5.4.2 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Minimum Billing Amount or one hundred percent (100%) of the Final Billing Amount, whichever is greater, following completion of a group of Participants' Candidate Psychological Evaluations, a group of Participants' Promotional Psychological Evaluations, or a group of Participants' Special Tactics Team Selection Psychological Evaluations, where completion of all Steps occurs within a period of fewer than thirty (30) days.

5.4.3 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of a group of Participants' Candidate Psychological Evaluations, a group of Participants' Promotional Psychological Evaluations, or a group of Participants' Special Tactics Team Selection Psychological Evaluations where completion of all Steps occurs in a period of thirty (30) days or greater. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 3 of a group of Participants' Candidate Psychological Evaluations, a group of Participants' Promotional Psychological Evaluations, or a group of Participants' Special Tactics Team Selection Psychological Evaluations, to include any Participants re-scheduled as make-up evaluations. The operational steps for Candidate Psychological Evaluations, Fitness-for-Duty Psychological Evaluations, Promotional Psychological Evaluations, and Special Tactics Team Selection Psychological Evaluations are as follows:

- (a) Step 1: Demographic information for Participants and supplementary information, as applicable (Personal History Statements, background investigation reports, polygraph reports, etc.), is provided to Service Provider by Contracting Agency. Introductory E-Mails sent to Participants with information and instructions concerning Step 2 and Step 3.

(b) Step 2: Psychological test battery (proctored or unproctored, as applicable) is completed in accordance with Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", and Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

(c) Step 3: Psychological interview is conducted, and narrative report is completed with recommendation for suitability.

5.5 Where Contracting Agency has requested more than one service to occur concurrently, Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement, whichever are applicable. An example of a concurrent service request is performance of both a Candidate Medical Evaluation **and** a Candidate Psychological Evaluation, or performance of both a Fitness-for-Duty Medical Evaluation **and** a Fitness-for-Duty Psychological Evaluation.

5.5.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount, following completion of concurrent services for an individual.

5.5.2 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Minimum Billing Amount or one hundred percent (100%) of the Final Billing Amount, whichever is greater, following completion of concurrent services for a group of Participants where completion occurs within a period of fewer than thirty (30) days.

5.5.3 Service Provider will invoice Contracting Agency for fifty percent (50%) of the Minimum Billing Amount or fifty percent (50%) of the Final Billing Amount, whichever is greater, following the completion of Step 2 of concurrent services for a group of Participants where completion of all Steps occurs in a period of thirty (30) days or greater. The Service Provider will invoice the Contracting Agency for the remaining balance of the Minimum Billing Amount or Final Billing Amount, whichever is greater, following the completion of Step 3 (in the case of psychological evaluation) and/or Step 4 (in the case of medical evaluation) of a group of Participants, to include any Participants re-scheduled as make-up evaluations.

5.6 Service Provider will invoice Contracting Agency for services completed in accordance with Exhibit I, "Scope of Services and Fee Schedule for Professional Consulting Services".

5.6.1 Service Provider will invoice Contracting Agency for one hundred percent (100%) of the Final Billing Amount following completion of the professional consulting service requested by the Contracting Agency.

5.7 Invoice Administration. Unless prohibited by law or by Contracting Agency policy, invoices are payable net thirty (30) days from receipt. Contracting Agency may dispute an invoice in writing within thirty (30) days of receipt; the Parties shall work in good faith to resolve any dispute, and Contracting Agency shall timely pay any undisputed amounts. Service Provider shall not include Protected Health Information (PHI) on invoices.

6. NON-APPROPRIATION

6.1 The Parties acknowledge and agree that Exhibit B through Exhibit I (Section 1.2 through Section 1.9) set forth in this Agreement is based upon Contracting Agency's current appropriated revenues.

6.2 It is understood and agreed that Contracting Agency shall have the right to request amendment of this Agreement at the end of any Contracting Agency fiscal year if the governing body of the Contracting Agency does not appropriate funds sufficient to compensate for the services, by providing immediate written notice to Service Provider of the non-appropriation. Amendments may include modification of Exhibit B through Exhibit I (Section 1.2 through Section 1.9) set

forth in this Agreement to allow for continued performance of the Professional Services by Service Provider within the margins of the funds appropriated by the governing body of the Contracting Agency.

6.3 It is understood and agreed that Contracting Agency shall have the right to terminate this Agreement at the end of any Contracting Agency fiscal year if the governing body of the Contracting Agency does not appropriate funds sufficient to compensate for the services. When terminating this Agreement for non-appropriation of funds or non-appropriation of sufficient funds, the Contracting Agency should endeavor to provide notification of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event. When notification of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event is not possible, Contracting Agency shall provide immediate notification at the earliest date the Contracting Agency becomes aware of the non-appropriation of funds or non-appropriation of sufficient funds.

7. PROFESSIONAL SERVICES TO BE PROVIDED

7.1 Service Provider shall apply and use the standards found in the latest version of NFPA 1580 and any State statutes which regulate the standards for Firefighter personnel evaluations, medical and/or psychological. Service Provider shall apply and use the latest version of the standards dictated by the State Law Enforcement commission, applicable Technical Bulletins, and any State statutes which regulate the standards for Sworn Peace Officer personnel or Emergency Communications personnel evaluations, medical and/or psychological. Service Provider shall use the applicable standards of duty fitness, Contracting Agency duty description, or Contracting Agency required abilities for Other personnel evaluations, medical and/or psychological.

7.2 Contracting Agency acknowledges and agrees that Service Provider does not and shall not provide advice or recommendations regarding, or make, direct, encourage, or otherwise take responsibility for employment decisions, including but not limited to Contracting Agency's employment-related decisions regarding whether Contracting Agency hires, terminates, promotes, demotes, increases or decreases pay, adjusts or restricts personnel assignments or job duties, or takes any other potentially adverse employment action against Contracting Agency's personnel and employees. For the avoidance of doubt, Contracting Agency shall be solely liable for all employment decisions made in connection with any Participant.

8. LIMITED SCOPE OF EVALUATIONS

8.1 Service Provider standards for Medical Evaluation of Incumbent Firefighter personnel, Candidate Firefighter personnel, Candidate Fire Academy personnel, Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Communications personnel, Candidate Emergency Communications personnel, Incumbent Other personnel, or Candidate Other Personnel are found in Sections 8.1.1 through 8.1.6.

8.1.1 Service Provider's Medical Evaluation of Incumbent Firefighter personnel, Candidate Firefighter personnel, or Candidate Fire Academy personnel is limited to only those services specified in Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", and Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations", of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580 for medical evaluations of Incumbent Firefighter personnel, Candidate Firefighter personnel, or Candidate Fire Academy personnel, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580, and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted medical industry standards.

8.1.2 Service Provider shall apply and use Exhibit Q, "Medical Recommendation Form", to declare any applicable medical clearance or limitations for the Incumbent Firefighter personnel, Candidate Firefighter personnel, or Candidate Fire Academy

personnel, when appropriate, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580.

8.1.3 Service Provider's Medical Evaluation of Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Communications personnel, or Candidate Emergency Communications personnel is limited to only those services specified in Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations"; and Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations"; of this Agreement, and in compliance with the latest version of the standards dictated by the State Law Enforcement commission for medical evaluations of Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer Personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Telecommunications personnel, or Candidate Emergency Telecommunications personnel, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to the minimum statutory standards found in the latest version of the State Law Enforcement commission standards.

8.1.4 Service Provider shall apply and use required documentation for licensee medical declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for medical evaluations for Incumbent Sworn Peace Officer personnel, Candidate Sworn Peace Officer Personnel, Candidate Peace Officer Academy personnel, Incumbent Emergency Telecommunications personnel, or Candidate Emergency Telecommunications personnel.

8.1.5 Service Provider's Medical Evaluation of Incumbent Other personnel or Candidate Other personnel is limited to only those services specified in Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations"; and Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations"; of this Agreement, and in compliance with the applicable standards of duty fitness, Contracting Agency duty description, or Contracting Agency required abilities for medical evaluations of Incumbent Other personnel or Candidate Other personnel.

8.1.6 Service Provider shall apply and use a Memorandum of Record for medical declaration documentation of Incumbent Other personnel or Candidate Other personnel.

8.2 Service Provider standards for Fitness-for-Duty Medical Evaluations of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel are found in Sections 8.2.1 through 8.2.6.

8.2.1 Service Provider's Fitness-for-Duty Medical Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations"; of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580, and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted medical industry standards.

8.2.2 Service Provider shall apply and use Exhibit Q, "Medical Recommendation Form", to declare any applicable medical clearance or limitations for the Incumbent Firefighter personnel, when appropriate, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580. When necessary, Service Provider shall apply and use a Memorandum of Record for fitness-for-duty medical declaration documentation of Incumbent Firefighter personnel. Additionally, Service Provider shall apply, and use required documentation for medical fitness-for-duty declaration in accordance with applicable Technical Bulletins, and any State statutes which regulate the standards for

fitness-for-duty medical evaluations for Incumbent Firefighter personnel.

8.2.3 Service Provider's Fitness-for-Duty Medical Evaluation of Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", of this Agreement, and in compliance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty medical evaluations for Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel.

8.2.4 Service Provider shall apply, and use required documentation for licensee medical fitness-for-duty declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty medical evaluations for Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel. When necessary, Service Provider shall apply and use a Memorandum of Record for fitness-for-duty medical declaration documentation of Incumbent Sworn Peace Officer personnel or Incumbent Emergency Communications personnel.

8.2.5 Service Provider's Fitness-for-Duty Medical Evaluation of Incumbent Other personnel is limited to only those services specified in Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", of this Agreement, and in compliance with the applicable standards of duty fitness, Contracting Agency duty description, or Contracting Agency required abilities for medical evaluations of Incumbent Other personnel.

8.2.6 Service Provider shall apply and use a Memorandum of Record for fitness-for-duty medical declaration documentation of Incumbent Other personnel.

8.3 Service Provider standards for Candidate Psychological Evaluations of Candidate Firefighter personnel, Candidate Fire Academy personnel, Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel, or Candidate Other personnel, are found in Sections 8.3.1 through 8.3.6 and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.3.1 Service Provider's Candidate Psychological Evaluation of Candidate Firefighter personnel, Candidate Fire Academy personnel, is limited to only those services specified in Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580.

8.3.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear hiring recommendation and/or suitability for the position sought. Candidate will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.3.3 Service Provider's Candidate Psychological Evaluation of Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel, is limited to only those services specified in Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement, and in compliance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for candidate psychological evaluations of Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel.

8.3.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key

interview findings and pertinent background history, test results, and a clear hiring recommendation and/or suitability for the position sought. Candidate will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview. Additionally, Service Provider shall apply, and use required documentation for licensee mental and emotional health declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for candidate psychological evaluations for Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, Candidate Emergency Communications personnel.

8.3.5 Service Provider's Candidate Psychological Evaluation of Candidate Other personnel, is limited to only those services specified in Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement, and in compliance with the applicable standards of psychological fitness, Contracting Agency duty description, or Contracting Agency required abilities for psychological evaluations of Candidate Other personnel.

8.3.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear hiring recommendation and/or suitability for the position sought. Candidate will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.4 Service Provider standards for Fitness-for-Duty Psychological Evaluations of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel, are found in Sections 8.4.1 through 8.4.6 and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.4.1 Service Provider's Fitness-for-Duty Psychological Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement, in consultation with Exhibit P, "Requirements for Firefighters", and in compliance with the standards found in the latest version of NFPA 1580, unless otherwise specified or requested by Contracting Agency due to the existence of formal, written policies implemented by the Contracting Agency which are in addition to or supersede the standards found in the latest version of NFPA 1580.

8.4.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear fitness-for-duty recommendation and/or psychological suitability for their position. Incumbent Firefighter personnel will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.4.3 Service Provider's Fitness-for-Duty Psychological Evaluation of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement, and in compliance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty psychological evaluations of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel.

8.4.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear fitness-for-duty recommendation and/or psychological suitability for their position. Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview. Additionally, Service Provider shall apply, and use required documentation for licensee mental and emotional health declaration in accordance with the State Law

Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for fitness-for-duty psychological evaluations for Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel.

8.4.5 Service Provider's Fitness-for-Duty Psychological Evaluation of Incumbent Other personnel is limited to only those services specified in Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement, and in compliance with the applicable standards of psychological fitness, Contracting Agency duty description, or Contracting Agency required abilities for fitness-for-duty psychological evaluations of Incumbent Other personnel.

8.4.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear fitness-for-duty recommendation and/or psychological suitability for their position. Incumbent Other personnel will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.5 Service Provider standards for Promotional Psychological Evaluations of Incumbent Firefighter personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel are found in Sections 8.5.1 through 8.5.6 and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.5.1 Service Provider's Promotional Psychological Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", of this Agreement.

8.5.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for promotion to a position of higher responsibility. Incumbent Firefighter personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.5.3 Service Provider's Promotional Psychological Evaluation of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", of this Agreement.

8.5.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for promotion to a position of higher responsibility. Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.5.5 Service Provider's Promotional Psychological Evaluation of Incumbent Other personnel is limited to only those services specified in Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", of this Agreement.

8.5.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for promotion to a position of higher responsibility. Incumbent Other personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.6 Service Provider standards for Special Tactics Team Selection Psychological Evaluations of Incumbent Firefighter

personnel, Incumbent Sworn Peace Officer personnel, Incumbent Emergency Communications personnel, or Incumbent Other personnel are found in Sections 8.6.1 through 8.6.6, and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted psychological industry standards.

8.6.1 Service Provider's Special Tactics Team Selection Psychological Evaluation of Incumbent Firefighter personnel is limited to only those services specified in Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

8.6.2 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for selection to a position as a member of a special tactics team. Incumbent Firefighter personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.6.3 Service Provider's Special Tactics Team Selection Psychological Evaluation of Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel is limited to only those services specified in Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

8.6.4 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for selection to a position as a member of a special tactics team. Incumbent Sworn Peace Officer personnel and Incumbent Emergency Communications personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

8.6.5 Service Provider's Special Tactics Team Selection Psychological Evaluation of Incumbent Other personnel is limited to only those services specified in Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

8.6.6 Service Provider shall provide Contracting Agency with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear recommendation and/or psychological suitability for selection to a position as a member of a special tactics team. Incumbent Other personnel will be rated on a level of overall risk to the organization based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview.

9. DISPUTED RESULTS

9.1 This Agreement is between Contracting Agency and Service Provider only. SERVICE PROVIDER SHALL NOT HAVE AN AGREEMENT WITH THE PARTICIPANT(S) TESTED. Exhibit J, "Examinee Waiver for Medical Evaluation", Exhibit K, "Examinee Waiver for Fitness-for-Duty Medical Evaluation", Exhibit L, "Post-Offer Psychological Evaluation: Disclosure and Informed Consent", Exhibit M, "Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent", Exhibit N, "Promotional Psychological Evaluation: Disclosure and Informed Consent", and Exhibit O, "Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent", further define the limited relationship between Participant and Front Line Mobile Health in the context of the evaluations Front Line Mobile Health performs at the request of the Contracting Agency, and within the scope of the specified evaluation, defined in Section 8 of this Agreement.

9.2 In the event a Participant disputes the recommendation submitted by Service Provider to Contracting Agency, the resolution of such dispute will be accomplished through the process established by Service Provider and Contracting Agency.

9.3 Contracting Agency shall be responsible for all expenses incurred for Service Providers re-testing or re-evaluation of a Participant.

10. EVALUATIONS PROVIDED

10.1 Service Provider will provide Annual Medical Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit B, "Scope of Services and Fee Schedule for Annual Medical Evaluations", of this Agreement.

10.2 Service Provider will provide Candidate Medical Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit C, "Scope of Services and Fee Schedule for Candidate Medical Evaluations", of this Agreement.

10.3 Service Provider will provide Fitness-for-Duty Medical Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit D, "Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations", of this Agreement.

10.4 Service Provider will provide Candidate Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit E, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement.

10.5 Service Provider will provide Fitness-for-Duty Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit F, "Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations", of this Agreement.

10.6 Service Provider will provide Promotional Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit G, "Scope of Services and Fee Schedule for Promotional Psychological Evaluations", of this Agreement.

10.7 Service Provider will provide Special Tactics Team Selection Psychological Evaluations for Participants identified by Contracting Agency, as set forth in the attached Exhibit H, "Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations", of this Agreement.

10.8 Service Provider will provide Professional Consulting Services for Contracting Agency, as set forth in the attached Exhibit I, "Scope of Services and Fee Schedule for Professional Consulting Services", of this Agreement.

10.9 Contracting Agency may initiate a change order to add additional lab tests and other offerings provided by Service Provider at Service Provider's then-current pricing.

11. LOCATION AND SCHEDULE OF SERVICES TO BE PROVIDED

11.1 **Annual Medical Evaluations.** Annual Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to the Parties. These evaluations will be provided on a schedule that is mutually agreeable to the Parties, with the understanding that all Annual Medical Evaluations must be completed by the end of the Agreement Term.

11.2 **Candidate Medical Evaluations.** Candidate Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to Service Provider and Participant. These evaluations will be provided on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Candidate Medical Evaluations must be completed by the end of the Agreement Term.

11.3 Fitness-for-Duty Medical Evaluations. Fitness-for-Duty Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to Service Provider and Participant. These evaluations will be provided on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Fitness-for-Duty Medical Evaluations must be completed by the end of the Agreement Term.

11.4 Candidate Psychological Evaluations. Candidate Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Candidate Psychological Evaluations must be completed by the end of the Agreement Term.

11.5 Fitness-for-Duty Psychological Evaluations. Fitness-for-Duty Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Fitness-for-Duty Psychological Evaluations must be completed by the end of the Agreement Term.

11.6 Promotional Psychological Evaluations. Promotional Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Promotional Psychological Evaluations must be completed by the end of the Agreement Term.

11.7 Special Tactics Team Selection Psychological Evaluations. Special Tactics Team Selection Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Special Tactics Team Selection Psychological Evaluations must be completed by the end of the Agreement Term.

11.8 Professional Consulting Services. Professional Consulting Services will be conducted by the Service Provider virtually using a mutually agreeable video conferencing service or at a location mutually agreeable to the Parties, as appropriate, based on the consulting service being provided.

12. ADDITIONAL SERVICES

12.1 To receive any additional professional services not provided for under this Agreement, Contracting Agency must separately contract with Service Provider under a change order. No services other than those specifically identified under this Agreement will be provided without a change order.

12.2 Additional services may be requested by Contracting Agency at any time and will be consistent with the services and fees set forth in Exhibit B through Exhibit I (Section 1.2 through Section 1.09) of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

13. TERMINATION

13.1 Contracting Agency may terminate this Agreement for non-appropriation of funds or non-appropriation of sufficient funds as set forth in Section 6.2 and 6.3 of this Agreement. When terminating this Agreement for non-appropriation of funds or non-appropriation of sufficient funds, the Contracting Agency should endeavor to provide notification of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event. When notification

of intent to terminate at least one hundred twenty (120) days prior to the initiation of Step 1 of their scheduled event is not possible, Contracting Agency shall provide immediate notification at the earliest date the Contracting Agency becomes aware of the non-appropriation of funds or non-appropriation of sufficient funds.

13.2 If either Party materially breaches any covenant under this Agreement, the other Party may notify the breaching Party in writing and, if the breach is not cured within thirty (30) days, the non-breaching Party may terminate this Agreement.

13.3 Service Provider may immediately suspend services if it reasonably believes continued service would violate State or Federal law or violate applicable rules of professional conduct. Service Provider shall provide prior notice to Contracting Agency of suspension of services.

13.4 Contracting Agency may terminate this Agreement for any reason upon thirty (30) days' written notice to Service Provider. Service Provider may terminate this Agreement for any reason upon one hundred and twenty (120) days' written notice to Contracting Agency.

13.5 In the event that this Agreement is terminated prior to the Expiration Date, Contracting Agency shall pay Service Provider for all services actually rendered up to the effective date of termination and Service Provider shall continue to provide Contracting Agency with services requested by Contracting Agency and in accordance with this Agreement up to the date of termination. Upon termination of this Agreement for any reason, Service Provider shall provide Contracting Agency with copies of all completed or partially completed documents prepared under this Agreement. In the event Service Provider has received access to Contracting Agency's information or data as a requirement to perform services hereunder, Service Provider shall return all Contracting Agency provided data to Contracting Agency in a machine-readable format or other format deemed acceptable by Contracting Agency.

13.6 Written notice of termination by either the Contracting Agency or the Service Provider will be communicated in accordance with Section 25.1. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

14. INDEPENDENT CONTRACTING AGENCY

14.1 The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. Service Provider's services shall be those of an independent contracting agency.

14.2 Service Provider agrees and understands that the Agreement does not grant any rights or privileges established for employees of Contracting Agency.

14.3 Service Provider shall not be within protection or coverage of Contracting Agency's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that Contracting Agency, from time to time, may have in force for its existing employees.

15. NON-DISCLOSURE AND CONFIDENTIALITY

15.1 Subject to the provisions of applicable laws, Contracting Agency acknowledges and agrees that, in the course of the Parties' performance under this Agreement, Contracting Agency may receive or have access to Confidential Information, proprietary information, and/or trade secrets belonging to Service Provider in the course of the Parties' respective performance under this Agreement. Contracting Agency understands that: (i) Confidential Information is commercially and competitively valuable to Service Provider and that it and its protection is vital to the success of Service Provider's business;

(ii) the use or disclosure of Confidential Information by Contracting Agency, except in accordance with this Agreement, would cause irreparable harm to Service Provider; and (iii) nothing contained in this Agreement shall prohibit Service Provider from pursuing any remedies, whether at law or in equity, available to Service Provider for a breach or threatened breach of this Agreement, including the recovery of damages from, and injunctive relief against Contracting Agency.

15.2 During the term of this Agreement and following the termination thereof, Contracting Agency, to the extent permitted by law, will not use or disclose, directly or indirectly, any Confidential Information in any manner or for any purpose not in accordance with this Agreement or applicable law. Subject to the provisions of the local statutes and regulations governing the retention of records by Contracting Agency, upon termination of this Agreement, or at any time upon Service Provider's request, Contracting Agency agrees to surrender to Service Provider, or destroy at Service Provider's request, some or all records, notes, notebooks, or the like, relating to Service Provider's operations, products, or business made or received by it during the term of this Agreement. Upon termination of this Agreement, Contracting Agency will return all other Service Provider's property in its custody, and shall be bound by this Non-Disclosure and Confidentiality Agreement.

15.3 Notwithstanding the foregoing, Contracting Agency may disclose Confidential Information to the extent required by law. As required by applicable laws, Contracting Agency will notify Service Provider in the event a public information request made to Contracting Agency encompasses any information protected by this Agreement. As authorized by applicable laws, Service Provider may submit arguments against disclosure of the requested information directly to the Office of the Attorney General. Contracting Agency will only release the requested information if required to do so by the Office of the Attorney General.

15.4 No Personal Liability. No provision of this Agreement shall be construed as creating any personal liability on the part of any elected or appointed official, officer, employee, agent, or representative of Contracting Agency.

16. HIPAA COMPLIANCE

For purposes of Sections 16.1 and 16.2, the Party disclosing PHI is the "Discloser" and the Party receiving PHI is the "Recipient".

Recipient shall immediately notify Discloser in writing without unreasonable delay and in no event later than forty-eight (48) hours after Recipient becomes aware of:

16.1 Service Provider is currently compliant and will remain compliant with all security measures required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").

16.2 Contracting Agency acknowledges that once Service Provider has delivered a medical or psychological evaluation recommendation, as outlined in this Agreement, it is Contracting Agency's responsibility to maintain these reports and protect this information as outlined by HIPAA and HITECH.

17. INSURANCE

17.1 Service Provider shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance if Service Provider has its own vehicles; and professional liability insurance.

17.2 The insurance certificate shall name Contracting Agency, its agents, officers, servants, and employees as additional insureds under the commercial general liability and automobile policies with respect to the operations and work performed

by the named insured as required by written contract.

17.3 The General Liability policy is Primary & Non-Contributory.

17.4 Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The commercial general liability insurance minimum coverage shall be at least one million dollars (\$1,000,000) per incident, claim or occurrence, and one million dollars (\$1,000,000) aggregate. The Automobile Liability insurance minimum coverage shall be at least three hundred and fifty thousand dollars (\$350,000) covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum thirty (30) days written notice to Contracting Agency, except in the case of cancellation for non-payment of premium, which shall be at least ten (10) days' written notice.

18. LIABILITY AND INDEMNIFICATION

18.1 SERVICE PROVIDER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

18.2 FURTHERMORE, SERVICE PROVIDER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, IN CONTRACT OR TORT, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SERVICE PROVIDER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

18.3 FURTHERMORE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND WITHOUT WAIVING ANY IMMUNITY OR ANY LIMITATION OF LIABILITY PROVIDED BY THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS OR BY THE CHARTER OF THE CITY OF GROVES, CONTRACTING AGENCY HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, IN CONTRACT OR TORT, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTING AGENCY).

NO WAIVER OF GOVERNMENTAL IMMUNITY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY OR DEFENSE AVAILABLE TO CONTRACTING AGENCY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES UNDER TEXAS LAW.

19. FORCE MAJEURE

19.1 Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

20. CONFLICTS OF INTEREST

20.1 Where local statute or regulation requires the disclosure of certain matters by contracting agencies doing business with or proposing to do business with local governmental agencies such as Contracting Agency. Service Provider, if it is required to do so, will disclose such matters within seven (7) days of the date of submitting this Agreement to Contracting Agency, or within seven (7) days of becoming aware of a matter that requires disclosure, whichever is applicable.

21. NON-BOYCOTT VERIFICATION

21.1 Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, boycotts Israel. Service Provider agrees that, except to the extent otherwise required by applicable federal law, neither Service Provider nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, will boycott Israel during the term of this Agreement.

22. NO BUSINESS WITH FOREIGN TERRORIST VERIFICATION

22.1 Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider engages in business with Iran, Sudan, or any foreign terrorist organization.

23. NO WAIVER

23.1 The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

24. NON-DISCRIMINATION

24.1 Service Provider, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin, including procurements of materials and leases of equipment. Service Provider shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State, or local law.

24.2 IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SERVICE PROVIDER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, OR SUCCESSORS IN INTEREST, SERVICE PROVIDER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CONTRACTING AGENCY AND HOLD CONTRACTING AGENCY HARMLESS FROM SUCH CLAIM.

25. NOTICES

25.1 Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

26. CONSTRUCTION

26.1 The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement. References to the singular include the plural and vice versa.

27. SEVERABILITY

27.1 If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

28. COMPLETE AGREEMENT

28.1 This Agreement supersedes all prior oral or written agreements and understandings between the Parties respecting the subject matter thereof, and constitutes the entire agreement between the Parties, and cannot be changed unless mutually agreed upon in writing by both Parties.

29. GOVERNING LAW: SUCCESSORS AND ASSIGNS

29.1 This Agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with, and construed pursuant to the laws of the State of {{CONTRACTING AGENCY STATE}} without regard to its conflict of laws and rules, and both Parties agree to submit to jurisdiction in {{CONTRACTING AGENCY STATE}}.

29.2 Further, any action arising out of or relating to the performance of the parties hereunder, or the interpretation of this Agreement shall be brought exclusively in a court of competent jurisdiction located in {{CONTRACTING AGENCY COUNTY}}, {{CONTRACTING AGENCY STATE}}.

29.3 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

30. COUNTERPARTS

30.1 This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

SIGNATURES

“Contracting Agency”

“Service Provider”

City of Groves, Texas (acting by and through its Groves Fire Department) Front Line Mobile Health, PLLC

5911 West Washington Blvd

4749 Williams Drive, Suite 304

Groves, Texas 77619

Georgetown, Texas 78633

(409) 962-4460

(512) 688-6112

By: *Name and Title*

By: *Name and Title*

Lance Billeaud

Chelsea K. Conner, MPAS, APA-C

Fire Chief

Chief of Sales



Date Signed:

Date Signed: 05/02/2026

Approved as to Form

By:

Name:

Title: City Attorney

Date Signed:

EXHIBIT A: Minimum Billing Amount

Selected Annual Medical Evaluation Tier (Exhibit B):

Per-Participant Rate for Contract Period: \$

Roster Count Used for Minimum Billing (30 days before Introductory E-Mail):

Minimum Billing Amount (Rate x Roster Count): \$

To determine final resource and staffing levels for the physicals, Service Provider requires Contracting Agency to submit a final roster of participants no later than thirty (30) days before the Introductory E-mail is sent to the Participants. **The number of Participants listed on the roster will be the minimum number of physicals billed.** Contracting Agency may continue to add Participants in coordination with Service Provider. The charges for these additional Participants will be added to the Final Billing Amount.

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Partnership” level of services for its Annual Medical Evaluations from Service Provider for a price of nine hundred fifty dollars (\$950) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR PARTNERSHIP TIER FOR ANNUAL PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	
Complete Blood Count	
Lipid Panel	
Urinalysis with Reflex Microscopic Evaluation	
Hemoglobin A1c	
C-Reactive Protein	
Uric Acid	
Lipoprotein (a)	
Apolipoprotein B	
TSH Reflex to Free T4	
PSA, Total (Men Only)	
CA-125 (Women Only)	
Fecal Occult Blood	
Cortisol, AM	
Testosterone Free/Total with SHBG (Men Only)	
Estradiol (Women Only)	
EXAMS	
Personalized Risk Assessment	
Health Questionnaire and Screening	
Body Composition Analysis	
Vision Screening	
Audiogram	
Human Performance Assessment	
Resting EKG	
Cardiopulmonary Exercise Test	
Chest X-Ray	
Cancer Screening Ultrasound: Thyroid, Liver, Gallbladder, Spleen, Pancreas, Kidneys, Proximal Abdominal Aorta, Bladder, Testes (Men Only), Ovaries (Women Only)	
Physical Examination and Consultation with Medical Provider	
Operational Threat Brief	
Organizational Climate Assessment	

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Essentials Cancer” level of services for its Annual Medical Evaluations from Service Provider for a price of seven hundred fifty dollars (\$750) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS CANCER TIER FOR ANNUAL PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	
Complete Blood Count	
Lipid Panel	
Urinalysis with Reflex Microscopic Evaluation	
Hemoglobin A1c	
TSH Reflex to Free T4	
PSA, Total (Men Only)	
CA-125 (Women Only)	
Fecal Occult Blood	
EXAMS	
Personalized Risk Assessment	
Health Questionnaire and Screening	
Body Composition Analysis	
Vision Screening	
Audiogram	
Human Performance Assessment	
Chest X-Ray	
Cancer Screening Ultrasound: Thyroid, Liver, Gallbladder, Spleen, Pancreas, Kidneys, Proximal Abdominal Aorta, Bladder, Testes (Men Only), Ovaries (Women Only)	
Physical Examination and Consultation with Medical Provider	
Operational Threat Brief	
Organizational Climate Assessment	

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Essentials Cardiovascular” level of services for its Annual Medical Evaluations from Service Provider for a price of seven hundred fifty dollars (\$750) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS CARDIOVASCULAR TIER FOR ANNUAL PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	
Complete Blood Count	
Lipid Panel	
Urinalysis with Reflex Microscopic Evaluation	
Hemoglobin A1c	
C-Reactive Protein	
Uric Acid	
Lipoprotein (a)	
Apolipoprotein B	
EXAMS	
Personalized Risk Assessment	
Health Questionnaire and Screening	
Body Composition Analysis	
Vision Screening	
Audiogram	
Human Performance Assessment	
Resting EKG	
Cardiopulmonary Exercise Test	
Physical Examination and Consultation with Medical Provider	
Operational Threat Brief	
Organizational Climate Assessment	

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the alternating “Essentials Cancer” and “Essentials Cardiovascular” level of services for its Annual Medical Evaluations from Service Provider for a price of seven hundred fifty dollars (\$750) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS CANCER TIER FOR ANNUAL PHYSICALS	COMPONENT LIST FOR ESSENTIALS CARDIOVASCULAR TIER FOR ANNUAL PHYSICALS
<p style="text-align: center;">LAB TESTS</p> <p>Comprehensive Metabolic Panel</p> <p>Complete Blood Count</p> <p>Lipid Panel</p> <p>Urinalysis with Reflex Microscopic Evaluation</p> <p>Hemoglobin A1c</p> <p>TSH Reflex to Free T4</p> <p>PSA, Total (Men Only)</p> <p>CA-125 (Women Only)</p> <p>Fecal Occult Blood</p>	<p style="text-align: center;">LAB TESTS</p> <p>Comprehensive Metabolic Panel</p> <p>Complete Blood Count</p> <p>Lipid Panel</p> <p>Urinalysis with Reflex Microscopic Evaluation</p> <p>Hemoglobin A1c</p> <p>C-Reactive Protein</p> <p>Uric Acid</p> <p>Lipoprotein (a)</p> <p>Apolipoprotein B</p>
<p style="text-align: center;">EXAMS</p> <p>Personalized Risk Assessment</p> <p>Health Questionnaire and Screening</p> <p>Body Composition Analysis</p> <p>Vision Screening</p> <p>Audiogram</p> <p>Human Performance Assessment</p> <p>Chest X-Ray</p> <p>Cancer Screening Ultrasound: Thyroid, Liver, Gallbladder, Spleen, Pancreas, Kidneys, Proximal Abdominal Aorta, Bladder, Testes (Men Only), Ovaries (Women Only)</p> <p>Physical Examination and Consultation with Medical</p> <p>Operational Threat Brief</p> <p>Organizational Climate Assessment</p>	<p style="text-align: center;">EXAMS</p> <p>Personalized Risk Assessment</p> <p>Health Questionnaire and Screening</p> <p>Body Composition Analysis</p> <p>Vision Screening</p> <p>Audiogram</p> <p>Human Performance Assessment</p> <p>Resting EKG</p> <p>Cardiopulmonary Exercise Test</p> <p>Physical Examination and Consultation with Medical</p> <p>Operational Threat Brief</p> <p>Organizational Climate Assessment</p>

EXHIBIT B: Scope of Services and Fee Schedule for Annual Medical Evaluations

Contracting Agency has the option to choose the “Foundations” level of services for its Annual Medical Evaluations from Service Provider for a price of five hundred fifty dollars (\$550) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Annual Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR FOUNDATIONS TIER FOR ANNUAL PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	
Complete Blood Count	
Lipid Panel	
Urinalysis with Reflex Microscopic Evaluation	
Hemoglobin A1c	
EXAMS	
Personalized Risk Assessment	
Health Questionnaire and Screening	
Body Composition Analysis	
Vision Screening	
Audiogram	
Human Performance Assessment	
Resting EKG	
Physical Examination and Consultation with Medical Provider	

EXHIBIT C: Scope of Services and Fee Schedule for Candidate Medical Evaluations

Contracting Agency has the option to choose the “Partnership” level of services for its Candidate Medical Evaluations from Service Provider for a price of one thousand six hundred dollars (\$1,600) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR PARTNERSHIP TIER FOR CANDIDATE PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	CA-125 (Women Only)
Complete Blood Count	Fecal Occult Blood
Lipid Panel	QuantiFERON Gold (Tuberculosis)
Urinalysis with Reflex Microscopic Evaluation	Hepatitis A and B Immunization Titer
Hemoglobin A1c	MMR and Varicella Immunization Titer
Drug Screening	Tetanus Immunization Titer
C-Reactive Protein	Blood Type (ABO and Rh Type)
Uric Acid	Hepatitis C Infection Screening
Lipoprotein (a)	Coagulation Studies
Apolipoprotein B	Heavy Metal Screening (Lead, Arsenic, Mercury)
TSH Reflex to Free T4	Cholinesterase
PSA, Total (Men Only)	
EXAMS	
Personalized Risk Assessment	Human Performance Assessment
Health Questionnaire and Screening	Cardiopulmonary Exercise Test
Body Composition Analysis	Chest X-Ray
Vision Screening	Spinal X-Rays (Cervical, Thoracic, Lumbar)
Audiogram	Physical Examination and Consultation with Medical

EXHIBIT C: Scope of Services and Fee Schedule for Candidate Medical Evaluations

Contracting Agency has the option to choose the “Essentials” level of services for its Candidate Medical Evaluations from Service Provider for a price of one thousand two hundred dollars (\$1,200) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR ESSENTIALS TIER FOR CANDIDATE PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	
Complete Blood Count	
Lipid Panel	
Urinalysis with Reflex Microscopic Evaluation	
Hemoglobin A1c	
Drug Screening	
C-Reactive Protein	
Uric Acid	
Lipoprotein (a)	
Apolipoprotein B	
TSH Reflex to Free T4	
PSA, Total (Men Only)	
CA-125 (Women Only)	
Fecal Occult Blood	
QuantiFERON Gold (Tuberculosis)	
Hepatitis A and B Immunization Titer	
MMR and Varicella Immunization Titer	
Tetanus Immunization Titer	
Blood Type (ABO and Rh Type)	
Hepatitis C Infection Screening	
EXAMS	
Personalized Risk Assessment	
Health Questionnaire and Screening	
Body Composition Analysis	
Vision Screening	
Audiogram	
Human Performance Assessment	
Cardiopulmonary Exercise Test	
Chest X-Ray	
Physical Examination and Consultation with Medical Provider	

EXHIBIT C: Scope of Services and Fee Schedule for Candidate Medical Evaluations

Contracting Agency has the option to choose the “Foundations” level of services for its Candidate Medical Evaluations from Service Provider for a price of eight hundred dollars (\$800) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Medical Evaluation for Groves Fire Department includes, but is not limited to, the following*:

*Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

COMPONENT LIST FOR FOUNDATIONS TIER FOR CANDIDATE PHYSICALS	
LAB TESTS	
Comprehensive Metabolic Panel	
Complete Blood Count	
Lipid Panel	
Urinalysis with Reflex Microscopic Evaluation	
Hemoglobin A1c	
Drug Screening	
EXAMS	
Personalized Risk Assessment	
Health Questionnaire and Screening	
Body Composition Analysis	
Vision Screening	
Audiogram	
Human Performance Assessment	
Cardiopulmonary Exercise Test	
Physical Examination and Consultation with Medical Provider	

EXHIBIT D: Scope of Services and Fee Schedule for Fitness-for-Duty Medical Evaluations

Contracting Agency has the option to choose Fitness-for-Duty Medical Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for a base price* of two thousand dollars (\$2,000) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Fitness-for-Duty Medical Evaluations for Groves Fire Department includes, but is not limited to, the following**:

MINIMUM COMPONENT LIST FOR FITNESS-FOR-DUTY MEDICAL EVALUATIONS
LAB TESTS
As Indicated, Based on Condition, Disease, or Potentially Disqualifying Defect
EXAMS
Health Questionnaire and Screening
Review of Relevant Medical Records
Review of Relevant Personnel Records
Diagnostic Tests, As Indicated, Based on Condition, Disease, or Potentially Disqualifying Defect
Physical Examination and Consultation with Medical Provider

*Because all situations and individuals are unique, every Fitness-for-Duty Medical Evaluation is performed based on the needs and nature of the condition, disease or potentially disqualifying defect, taking into consideration the job duties and description provided by the Contracting Agency. Because these exams are conducted in a manner which is meant to be legally defensible, the level of detail and time required to complete the narrative evaluation is extensive. In situations where the diagnostics required to adequately assess an individual is expected to exceed the base cost, Service Provider will consult with the Contracting Agency prior to performance of the evaluation.

**Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

EXHIBIT E: Scope of Services and Fee Schedule for Candidate Psychological Evaluations

Contracting Agency has the option to choose Candidate Psychological Evaluation services for its Candidates on an as-needed basis from Service Provider for the price listed below, based on the type of evaluation requested (Fire, Peace Officer, and/or Emergency Communications) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Psychological Evaluations for Groves Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR FIREFIGHTER CANDIDATE PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Position	
Per Person Cost	\$ 475

COMPONENT LIST FOR PEACE OFFICER CANDIDATE PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
California Personality Inventory (CPI)	
Psychological History Questionnaire (PsyQ)	
State-Trait Anger Expression Inventory-II (STAXI-II)	
Raven's 2 Progressive Matrices	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Position	
Per Person Cost	\$ 800

EXHIBIT E: Scope of Services and Fee Schedule for Candidate Psychological Evaluations

COMPONENT LIST FOR EMERGENCY COMMUNICATIONS CANDIDATE PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
California Personality Inventory (CPI)	
Psychological History Questionnaire (PsyQ)	
State-Trait Anger Expression Inventory-II (STAXI-II)	
Raven's 2 Progressive Matrices	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Position	
Per Person Cost	\$ 800

EXHIBIT F: Scope of Services and Fee Schedule for Fitness-for-Duty Psychological Evaluations

Contracting Agency has the option to choose Fitness-for-Duty Psychological Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for the price of one thousand six hundred dollars (\$1,600) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Fitness-for-Duty Psychological Evaluations for Groves Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR FITNESS-FOR-DUTY PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
Minnesota Multiphasic Personality Inventory-2-Restructured Form (MMPI-2-RF)	
Other Tests, As Appropriate	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Psychological Fitness for Duty	
Per Person Cost	\$ 1,600

EXHIBIT G: Scope of Services and Fee Schedule for Promotional Psychological Evaluations

Contracting Agency has the option to choose Promotional Psychological Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for the price of eight hundred dollars (\$800) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Promotional Psychological Evaluations for Groves Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR PROMOTIONAL PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Jackson Personality Inventory (JPI)	
NEO Personality Inventory	
Raven's 2 Progressive Matrices	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Promotion	
Per Person Cost	\$ 800

EXHIBIT H: Scope of Services and Fee Schedule for Special Tactics Team Selection Psychological Evaluations

Contracting Agency has the option to choose Special Tactics Team Selection Psychological Evaluation services for its Incumbent Members on an as-needed basis from Service Provider for the price of eight hundred dollars (\$800) per Participant for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Special Tactics Team Selection Psychological Evaluations for Groves Fire Department includes, but is not limited to, the following:

COMPONENT LIST FOR SPECIAL TACTICS TEAM SELECTION PSYCHOLOGICAL EVALUATIONS	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
Raven's 2 Progressive Matrices	
Hogan Personality Inventory	
Situational Judgment Test	
Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Special Tactics Team Selection	
Per Person Cost	\$ 800

EXHIBIT I: Scope of Services and Fee Schedule for Professional Consulting Services

Contracting Agency has the option to choose Professional Consulting Services for its Administrative Staff on an as-needed basis from Service Provider for the base price of two thousand five hundred dollars (\$2,500), and a price of five hundred dollars (\$500) per additional hour of work required or requested beyond the initial consultation for the contract period and is subject to change in subsequent years as provided in this Agreement. For the contract period, the general scope of services to be performed by Service Provider for the Professional Consulting Services for Groves Fire Department includes, but is not limited to, the following:

DEPARTMENT POLICY REVIEW AND CONSULTATION SERVICES	
SERVICES INCLUDED	
Stakeholders Meeting to Discuss Policy, Intent, and Desired Scope	
Up to Five (5) Hours of Policy Review, Development, and Revision	
Legal Review of Proposed Policy	
Base Cost	\$ 2,500

DEPARTMENT POLICY REVIEW AND CONSULTATION SERVICES	
SERVICES INCLUDED	
Hourly Rate for Additional Policy Review and Consultation Services	
Additional Hourly Cost	\$ 500

EXHIBIT J: Examinee Waiver for Medical Evaluation

Annual Occupational Medical Program (Benefit)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are being provided solely as a benefit to you and funded by your organization. This program, and your participation, is voluntary and is NOT meant to determine if I am physically and mentally capable of performing my job duties.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as outlined in the Professional Services Agreement with your department. My individual findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and will provide an assessment of risk based on the clinical findings to you.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Fire Service Annual Occupational Medical Evaluation (Benefit)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are being provided solely as a benefit to you and funded by your department. This program, and your participation, is voluntary and is NOT meant to determine if I am physically and mentally capable of performing my job duties.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as required by the employer. Findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Fire Chief, his/her designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Fire Service Annual Occupational Medical Evaluation (Mandatory)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to continue to perform my essential job tasks without undue risk of harm to myself or others. The department has chosen to follow the standards established under the National Fire Protection Association 1582 (Chapter 7, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2022 Edition) for incumbent members.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance concerning your ability to perform your duties. However, they may generate a recommendation of a referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as required by the employer. Findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

However, I fully understand and acknowledge that specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to your department regarding your continued fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Fire Chief, his/her designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and provide an assessment of risk based on the clinical findings.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Law Enforcement Annual Occupational Medical Evaluation (Benefit)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are being provided solely as a benefit to you and funded by your department. This program, and your participation, is voluntary and is NOT meant to determine if I am physically and mentally capable of performing my job duties.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as outlined in the Professional Services Agreement with your department. My individual findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and will provide an assessment of risk based on the clinical findings to you.

EXHIBIT J: Examinee Waiver for Medical Evaluation

Law Enforcement Annual Occupational Medical Evaluation (Mandatory)

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to continue to perform my essential job tasks without undue risk of harm to myself or others. This medical evaluation uses the job description and/or the department's local policy regarding fitness for duty when making medical recommendations.

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to a Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable). This evaluation does not replace those evaluations or health care treatment plans recommended by your primary healthcare provider or other specialty providers. I will discuss any abnormal findings or results with my primary healthcare provider for a comprehensive diagnosis and treatment plan.

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance concerning your ability to perform your duties. However, they may warrant a recommended referral to your primary care provider. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary health care provider choose to undertake.

This independent medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires and various other diagnostic studies as required by the employer. Findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release.

However, I fully understand and acknowledge that specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to the department regarding your continued fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of the occupational hazards of your occupation; and for research studies which will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Lastly, I acknowledge that the Police Chief, his/her designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations and provide an assessment of risk based on the clinical findings.

EXHIBIT K: Examinee Waiver for Fitness-for-Duty Medical Evaluation

Fire Service Fitness-for-Duty Medical Evaluation

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to perform the essential job tasks as a firefighter without undue risk of harm to myself or others, in accordance with the standards established under the National Fire Protection Association 1582 and/or the policy provided to Front Line Mobile Health, PLLC by my employer.

I understand that Front Line Mobile Health, PLLC, is not establishing a patient-provider relationship. This evaluation is performed under a Professional Services Agreement between Front Line Mobile Health, PLLC and my employer. This evaluation does not replace evaluations or health care treatment plans recommended by my primary care physician or other specialty providers.

Due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings may be detected that are of insignificant physiological importance concerning my ability to perform my duties. However, they may warrant a recommended referral to my primary healthcare provider for additional evaluation or treatment. I am encouraged to discuss all results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse me or my employer for the cost of any appointments, additional examinations, or testing I and my primary healthcare provider, or specialty provider choose to undertake.

I am agreeing to undergo this independent medical examination consisting of an evaluation of major body systems, the analysis of laboratory results, and various other diagnostic studies. All findings and results are strictly confidential and will only be shared with the Authority Having Jurisdiction (AHJ), in this case the Fire Chief and/or my employer's Human Resources administrator, if a condition is discovered that would call into question my ability to safely perform the essential job tasks. I acknowledge that the Fire Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations.

I fully understand and acknowledge that the specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to my employer regarding my fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of occupational hazards; and for research studies to identify patterns, make correlations, and drive positive change.

Finally, I acknowledge that the Fire Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations. I understand Front Line Mobile Health, PLLC and its Medical Director have no authority or jurisdiction as it relates to my work status, and this rests solely with my employer.

EXHIBIT K: Examinee Waiver for Fitness-for-Duty Medical Evaluation

Law Enforcement Fitness-for-Duty Medical Evaluation

By signing below, I acknowledge that I understand the scope of the medical services I receive today are solely to identify whether I am physically and mentally able to perform the duties of a law enforcement officer without undue risk of harm to myself or others. This medical evaluation uses the job description and/or the department's local policy regarding fitness for duty when making medical recommendations.

I understand that Front Line Mobile Health, PLLC, is not establishing a patient-provider relationship. This evaluation is performed under a Professional Services Agreement between Front Line Mobile Health, PLLC and my employer. This evaluation does not replace evaluations or health care treatment plans recommended by my primary care physician or other specialty providers.

Due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings may be detected that are of insignificant physiological importance concerning my ability to perform my duties. However, they may warrant a recommended referral to my primary healthcare provider for additional evaluation or treatment. I am encouraged to discuss all results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse me or my employer for the cost of any appointments, additional examinations, or testing I and my primary healthcare provider, or specialty provider choose to undertake.

I am agreeing to undergo this independent medical examination consisting of an evaluation of major body systems, the analysis of laboratory results, and various other diagnostic studies. All findings and results are strictly confidential and will only be shared with the Authority Having Jurisdiction (AHJ), in this case the Police Chief and/or my employer's Human Resources administrator, if a condition is discovered that would call into question my ability to safely perform the essential job tasks. I acknowledge that the Police Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations.

I fully understand and acknowledge that the specific information, results, and findings from this independent medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to my employer regarding my fitness for duty.

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; inform others in the workforce of occupational hazards; and for research studies to identify patterns, make correlations, and drive positive change.

Finally, I acknowledge that the Police Chief, their designee, or the Authority Having Jurisdiction (AHJ) makes the final determination on employment, work restrictions, and adherence to medical recommendations. I understand Front Line Mobile Health, PLLC and its Medical Director have no authority or jurisdiction as it relates to my work status, and this rests solely with my employer.

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



› Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as "the hiring agency") has given you an offer of employment conditioned, in part, on the results of a job-related psychological assessment. Dr. NAME OF PSYCHOLOGIST is a licensed psychologist (hereinafter referred to as "psychologist") experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing, an oral interview, and a review of collateral or third-party information made available by the hiring agency or by you. This may include information gathered during the background investigation you authorized the hiring agency to conduct.

The assessment will also include a review of prior assessments if a psychologist previously evaluated you. Both the written inquiries and interview will probe public and private aspects of your life. These inquiries are necessary to adequately assess whether your psychological traits and abilities satisfy the requirements of the position you have been conditionally offered.

If at any time you wish to ask about the relevance of any question asked in the interview—which will be scheduled sometime after completion of the written testing—please ask and you will receive an explanation as to why the requested information is needed. As with any job application procedure, you have the right to terminate the assessment at any time.

› Limits of Confidentiality

Although the hiring agency is the psychologist's client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the hiring agency and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the selection process who have a need to know it. The hiring agency requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment.

The hiring agency may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

› Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the hiring agency an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for this position, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



› Waiver of Access to Report and Records

This assessment is conducted solely to aid the hiring agency in determining your qualification for hire. You will not be provided a copy of any report the psychologist provides the hiring agency concerning your suitability. Because the hiring agency is the client, your authorization will NOT permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have NO rights to access or review the notes, reports, tests, analyses or other information generated in connection with this evaluation of your suitability for employment. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the hiring agency, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this post-offer psychological evaluation other than the final determination (i.e., qualified or unqualified).

› Payment for Services

The hiring agency is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

› Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) psychologically qualified for this position, or (2) psychologically unqualified for this position. The hiring agency has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions the psychologist reaches and communicates in their report, the hiring agency may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your status. Alternatively, the hiring agency may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the hiring agency's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy.

The psychologist's opinion concerning your psychological qualification or suitability for this position is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.

› Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination. However, your decision not to participate in the examination will result in the revocation of the hiring agency's conditional offer of employment.

› Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire one year from the date of signing or will remain in effect for the period reasonably needed to complete this assessment.

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



› Redisclosure

The psychologist will advise the hiring agency to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the hiring agency, there is the possibility that the hiring agency could redisclose this information. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

› Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

› Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

EXHIBIT L: Post-Offer Psychological Evaluation: Disclosure and Informed Consent



AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological qualification and suitability for the position I have applied for, to the agency that referred me for this examination (hereinafter referred to as the "hiring agency"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the hiring agency will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the hiring agency uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place. This will result in the withdrawal of the conditional offer of employment.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 76048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

PO Box 1268, Granbury TX 76048

frontlinemobilehealth.com

512.838.3808

512.975.2009

EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent

FITNESS FOR DUTY PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as "the department") has requested a fitness for duty evaluation (FFDE). A FFDE is indicated whenever there is an objective and reasonable basis for believing that an employee, as a result of a psychological condition or impairment, (1) may be unable to perform one or more essential job functions or (2) poses a direct threat to him/herself or others. **D. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as "psychologist") experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing, an oral interview, and a review of collateral or third-party information made available by the department or by you. This may include medical and/or personnel records.

Limits of Confidentiality

Although the department is the psychologist's client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the department and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the FFDE decision process who have a need to know it. The department requires a report of pertinent findings and conclusions, including a determination of your fitness for duty, following the completion of the assessment.

The department may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a second opinion fitness for duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the department an oral and written report of relevant findings and conclusions relating to their opinion about your fitness for duty, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent

FITNESS FOR DUTY PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



› Waiver of Access to Report and Records

This assessment is conducted solely to aid the department in determining your fitness for duty. You will not be provided a copy of any report the psychologist provides the department concerning your fitness for duty. Because the department is the client, your authorization will NOT permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have NO rights to access or review the notes, reports, tests, analyses or other information generated in connection with this evaluation of your suitability for employment. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the department, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this Fitness for Duty Psychological Evaluation other than the final determination (i.e., fit for duty or unfit for duty).

› Payment for Services

The department is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

› Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) psychologically fit for duty, or (2) psychologically unfit for duty. The department has determined the standards and degree of psychological fitness it requires for duty. Regardless of the conclusions the psychologist reaches and communicates in their report, the department may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your status. Alternatively, the department may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your fitness for duty, and depending on the department's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your status.

The psychologist's opinion concerning your psychological fitness for duty is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your fitness for duty with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.

› Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination.

› Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire one year from the date of signing or will remain in effect for the period reasonably needed to complete this assessment.

EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent

FITNESS FOR DUTY PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



› Redisclosure

The psychologist will advise the department to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the department, there is the possibility that the department could redisclose this information. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

› Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

› Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initiating it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time

Name (Printed)

Signature

Today's Date

EXHIBIT M: Fitness-for-Duty Psychological Evaluation: Disclosure and Informed Consent



AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological fitness for duty, to the agency that referred me for this examination (hereinafter referred to as the "department"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the department will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the department uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 79048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent

PROMOTIONAL PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

FRONT  **LINE**
MOBILE HEALTH

› Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as "the department") has requested a Promotional Psychological Evaluation. The goal of the Promotional Psychological Evaluation is to ensure that the department is promoting individuals who are the best fit for the position. **Dr. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as "psychologist") experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing and an oral interview.

› Limits of Confidentiality

Although the department is the psychologist's client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the department and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the selection process who have a need to know it. The department requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment.

The department may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

› Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the department an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for this position, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

› Waiver of Access to Report and Records

This assessment is conducted solely to aid the department in determining your qualification for promotion. **You will not be provided a copy of any report the psychologist provides the department concerning your suitability.** Because the department is the client, your authorization will **NOT** permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have **NO** rights to access or review the notes, reports, tests, analyses or other information generated in connection with

PO Box 1268, Granbury TX 76048

 frontlinemobilehealth.com

 512.838.3808

 512.975.2009

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent

PROMOTIONAL PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



this evaluation of your suitability for promotion. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the department, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this post-offer psychological evaluation other than the final determination (i.e., recommended or not recommended).

› Payment for Services

The department is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

› Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) below average, (2) low average, (3) average, (4) above average, or (5) superior in five separate categories of style of character, style of interaction, thinking ability, personality, and risk. The department has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions the psychologist reaches and communicates in their report, the department may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your promotion status. Alternatively, the department may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the department's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy for promotion.

The psychologist's opinion concerning your psychological qualification or suitability for this position is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.

› Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination. However, your decision not to participate in the evaluation may impact your promotional status.

› Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire after the promotional process has expired.

› Redisclosure

The psychologist will advise the department to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the department, there is the possibility that the department

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent

PROMOTIONAL PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



could redisclose this information in circumstances such as a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law may also require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

EXHIBIT N: Promotional Psychological Evaluation: Disclosure and Informed Consent



AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological qualification and suitability for promotion, to the agency that referred me for this examination (hereinafter referred to as the "department"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the department will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the department uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place. This will result in the withdrawal from the promotion consideration process.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 76048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

PO Box 1268, Granbury TX 76048

frontlinemobilehealth.com

512.838.3808

512.975.2009

EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent

SPECIAL TACTICS TEAM SELECTION EVALUATION: DISCLOSURE AND INFORMED CONSENT



Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as "the department") has requested a Special Tactics Team Selection Psychological Evaluation. The goal of the Special Tactics Team Selection Psychological Evaluation is to ensure that the department is promoting individuals who are the best fit for the position. **Dr. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as "psychologist") experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing and an oral interview.

Limits of Confidentiality

Although the department is the psychologist's client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the department and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the selection process who have a need to know it. The department requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment.

The department may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the department an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for selection to the special tactics team, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

Waiver of Access to Report and Records

This assessment is conducted solely to aid the department in determining your qualification for selection to the special tactics team. You will not be provided a copy of any report the psychologist provides the department concerning your suitability. Because the department is the client, your authorization will **NOT** permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have **NO** rights to access or review the notes, reports, tests, analyses or other information generated in connection with

EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent

SPECIAL TACTICS TEAM SELECTION EVALUATION: DISCLOSURE AND INFORMED CONSENT



this evaluation of your suitability for promotion. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the department, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this Special Tactics Team Psychological Evaluation other than the final determination (i.e., recommended or not recommended).

› Payment for Services

The department is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

› Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) below average, (2) low average, (3) average, (4) above average, or (5) superior in five separate categories of style of character, style of interaction, thinking ability, personality, and risk. The department has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions the psychologist reaches and communicates in their report, the department may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your selection status. Alternatively, the department may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the department's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy for promotion.

The psychologist's opinion concerning your psychological qualification or suitability for this position is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.

› Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination. However, your decision not to participate in the evaluation may impact your selection status.

› Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire after the selection process has expired.

› Redisclosure

The psychologist will advise the department to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the department, there is the possibility that the department

EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent

SPECIAL TACTICS TEAM SELECTION EVALUATION: DISCLOSURE AND INFORMED CONSENT



could redisclose this information in circumstances such as a mandatory fitness for duty evaluation, disability claim, or other medical evaluation. State law may also require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic Information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

EXHIBIT O: Special Tactics Team Selection Psychological Evaluation: Disclosure and Informed Consent



AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological qualification and suitability for promotion, to the agency that referred me for this examination (hereinafter referred to as the "department"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the department will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the department uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place. This will result in the withdrawal from the special tactics team selection process.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 76048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's Date

EXHIBIT P: Requirements for Firefighters

National Fire Protection Association standard titled “2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness” and “2022 NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments” are not incorporated by reference due to the size of the documents. However, these fifteen (15) Essential Job Tasks are included for reference and can be superseded by the Contracting Agency’s job descriptions, if provided to Service Provider.

1. Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time periods.
2. Wearing the respirators required by the jurisdiction (e.g., N-95, half-face elastomeric, PAPR, SCBA), which includes a demand-valve-type positive-pressure facepiece or filter respirator, achieving a successful fit-test and tolerating increased respiratory workloads.
3. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA.
4. Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb. (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb. (9–18 kg).
5. Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C).
6. Working alone while wearing PPE and respirators required by the jurisdiction, searching, finding, and rescue-dragging or carrying victims to safety in hazardous conditions and low visibility.
7. While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in. (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
8. While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards.
9. Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
10. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
11. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions.

EXHIBIT P: Requirements for Firefighters

12. Ability to communicate (i.e., give and comprehend written or verbal orders) while wearing PPE and respirators required by the jurisdiction under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers).
13. Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to members of the public or other team members.
14. Working in shifts, including during nighttime, that can extend beyond 12 hours.
15. Performing emergency medical service (EMS) tasks, such as cardiopulmonary resuscitation (CPR) or lifting or moving patients, while wearing PPE and respirators required by the jurisdiction.

EXHIBIT Q: Medical Recommendation Form (Full Recommendation)



Medical Recommendation Form

Name: _____ DOB: _____ Date of Evaluation: _____
 Department: _____ Special Evaluation: _____
 Does this exceed department (your employer) health and wellness policy?
 Medical Standard: 1582(New)



The above named individual is recommended for full operational suppression duty without restrictions for: 365 Days

No fitness and/or medical condition(s) was/were found to be present during the evaluation that would limit the abovenamed individual from performing full duty without restrictions IAW the NFPA Essential Job Tasks and/or Department Policy.

The above named individual revealed specific limitations:

The evaluation performed on the abovenamed individual revealed recommended limitations for performing one or more of the following NFPA Essential Job Tasks and/or Department Policy Requirements.

Major system for the reason for the limited/no duty recommendation:

THE MEDICAL RECOMMENDATION IS THEREFORE LIMITED FROM PERFORMING THE FOLLOWING ESSENTIAL JOB TASKS (check all that apply):

1. Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time period	9. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA
2. Wearing the respirators required by the jurisdiction (e.g., N-95, half-face elastomeric, PAPR, SCBA), which includes a demand-valve-type positive-pressure facepiece or filter respirator, achieving a successful fit test and tolerating increased respiratory workloads	10. Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
3. Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb (9–18 kg)	11. While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in (45 mm) in diameter from fire apparatus to occupancy (approximately 150 ft (50 m)), which can involve negotiating multiple flights of stairs, ladders, and other obstacles
4. Working alone while wearing PPE and respirators required by the jurisdiction, searching, finding, and rescue-dragging or carrying victims to safety in hazardous conditions and low visibility	12. Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
5. While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards	13. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
6. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens	14. Functioning as an integral component of a team, where sudden incapacitation can result in mission failure or in risk of injury or death to members of the public or other team members
7. Ability to communicate (i.e., give and comprehend written or verbal orders) while wearing PPE and respirators required by the jurisdiction, under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers)	15. Performing EMS tasks, such as CPR or lifting or moving patients, while wearing PPE and respirators required by the jurisdiction
8. Working in shifts, including during nighttime, that can extend beyond 12 hours	

EXHIBIT Q: Medical Recommendation Form (Non-Recommendation)



Medical Recommendation Form

Name: _____ DOB: _____ Date of Evaluation: _____
 Department: _____ Type of Evaluation: _____



Does this specific department use a department health and wellness policy? No
 Medical Standard: 1582(New)

The above named individual is recommended for full operational suppression duty without restrictions for: 0 Days

No fitness and/or medical condition(s) was/were found to be present during the evaluation that would limit the abovenamed individual from performing full duty without restrictions IAW the NFPA Essential Job Tasks and/or Department Policy.

The above named individual revealed specific limitations:

The evaluation performed on the abovenamed individual revealed recommended limitations for performing one or more of the following NFPA Essential Job Tasks and/or Department Policy Requirements.

Major system for the reason for the limited/no duty recommendation: **Fitness**

THE MEDICAL RECOMMENDATION IS THEREFORE LIMITED FROM PERFORMING THE FOLLOWING ESSENTIAL JOB TASKS (check all that apply):

<input type="radio"/> 1. Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time period	<input type="radio"/> 9. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA
<input type="radio"/> 2. Wearing the respirators required by the jurisdiction (e.g., N-95, half-face elastomeric, PAPR, SCBA), which includes a demand-valve-type positive-pressure facepiece or filter respirator, achieving a successful fit test and tolerating increased respiratory workloads	<input type="radio"/> 10. Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
<input type="radio"/> 3. Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb (9–18 kg)	<input type="radio"/> 11. While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in (45 mm) in diameter from fire apparatus to occupancy (approximately 150 ft (50 m)), which can involve negotiating multiple flights of stairs, ladders, and other obstacles
<input type="radio"/> 4. Working alone while wearing PPE and respirators required by the jurisdiction, searching, finding, and rescue-dragging or carrying victims to safety in hazardous conditions and low visibility	<input type="radio"/> 12. Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
<input type="radio"/> 5. While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards	<input type="radio"/> 13. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
<input type="radio"/> 6. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens	<input type="radio"/> 14. Functioning as an integral component of a team, where sudden incapacitation can result in mission failure or in risk of injury or death to members of the public or other team members
<input type="radio"/> 7. Ability to communicate (i.e., give and comprehend written or verbal orders) while wearing PPE and respirators required by the jurisdiction, under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers)	<input type="radio"/> 15. Performing EMS tasks, such as CPR or lifting or moving patients, while wearing PPE and respirators required by the jurisdiction
<input type="radio"/> 8. Working in shifts, including during nighttime, that can extend beyond 12 hours	

EXHIBIT R: Work Limitations Form

WORK LIMITATIONS FORM



Employee Name: Date of Injury:
 Department: Shift/Supervisor:
 Evaluation Date:

Overview of Evaluation

Front Line Mobile Health has been contracted to perform "Department Physician Services" services to ensure that injured employees are receiving the appropriate clinical management in order to help them achieve the physical recovery necessary to safely return to work. Any limitation/restriction recommendations are based on a review of either clinical records, employee examination, employee interview, and/or other available information. Front Line Mobile Health cannot guarantee that the employer will have suitable work for the injured employee within the limitations outlined below, during recovery period, and modified or light duty may not be feasible in all instances.

Medical Provider Statement: The above-named employee has been evaluated by me on: . My diagnosis and recommendations are as follows:

Diagnosis

- Employee may return to work **without restrictions** as of:
- Employee may return to work **with some restrictions** as of:
- Employee **may not** return to work at this time. **Tentative return to work date, pending evaluation is:**

Recommended Restrictions

Restrictions Specific To (if any)		Miscellaneous Restrictions (if any)	Motion Restrictions (if any)						
Left Hand/Wrist	Left Foot/Ankle	Max hours per day of work:	Max Hours Per Day	0	2	4	6	8	Other
Right Hand/Wrist	Right Foot/Ankle	Stir/Stretch breaks of _____ per _____	Walking						
Left Arm	Left Leg	Must wear splint/cast at work	Climbing (ladders etc)						
Right Arm	Right Leg	Must use crutches at all times	Crawling/Squatting						
Left Shoulder	Left Hip	No driving/operating heavy equipment	Wrist (flexion/extension)						
Right Shoulder	Right Hip	Can only drive automatic transmission	Reaching						
Head	C-spine	No driving any vehicle	Overhead Reaching						
Face	L-spine	Must keep injuries/area elevated	Keyboard Typing						
C-spine	Sex	Must keep injuries/area clean/dry	Physical Exercise						
		Dressing changes necessary at work							
		No skin contact with _____							
		No work in extreme hot/cold environments							
		No work at heights or on scaffolding							

Posture Restrictions (if any)						Distance Restrictions When Exercising (if any)							
Max Hours Per Day	0	2	4	6	8	Other	Max Distance Per Day (mi)	0	1	2	OPD	Any	Other
Standing							Walking						
Walking							Jogging						
Kneeling/Squatting							Running						
Bending/Stooping							Skiing						
Pushing/Pulling							Equestrian						
Twisting							Swimming						

PO Box 1268, Granbury TX 76048

frontlinemobilehealth.com

512.838.3808

512.975.2009

EXHIBIT R: Work Limitations Form

WORK LIMITATIONS FORM



Employee Name: Date of Injury:
 Department: Shift/Supervisor:
 Evaluation Date:

> Recommended Restrictions (continued)

Lift/Carry Restrictions (if any)		Medication Restrictions (if any)	
<input type="checkbox"/> No wearing of PPE	<input type="checkbox"/> May not lift > lbs floor to waist	<input type="checkbox"/> Must take prescription medications	<input type="checkbox"/> Do not take medication while on shift
<input type="checkbox"/> No wearing of PPE > 20 lbs	<input type="checkbox"/> May not lift > lbs waist to shoulders	<input type="checkbox"/> Medication may make drowsy	<input type="checkbox"/> OTC medications recommended
<input type="checkbox"/> No wearing of PPE > 40 lbs	<input type="checkbox"/> May not lift > lbs above shoulders	<input type="checkbox"/> Do not drive while taking medication	<input type="checkbox"/> Avoid prolonged sun exposure
<input type="checkbox"/> No patient lifting/transferring	<input type="checkbox"/> Team lift not > lbs per person		

> Limitations will remain in effect until re-evaluation scheduled for:

> Endorsement and Acknowledgement

Provider Signature

Provider Name

Date Signed

Employee Signature

Employee Name

Date Signed

Chief/Human Resources Signature

Chief/Human Resources Name

Date Signed

Groves Fire Department PSA (10012025-09302026)

Final Audit Report

2026-02-05

Created:	2026-02-04
By:	Andrew Thompson (athompson@frontlinemobilehealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2jhef5fNh6bqZ1LK_GFDi0-xjQsQ4ZKU

"Groves Fire Department PSA (10012025-09302026)" History

-  Document created by Andrew Thompson (athompson@frontlinemobilehealth.com)
2026-02-04 - 2:15:09 PM GMT
-  Document emailed to Chelsea Conner (chelsea@frontlinemobilehealth.com) for signature
2026-02-04 - 2:15:24 PM GMT
-  Email viewed by Chelsea Conner (chelsea@frontlinemobilehealth.com)
2026-02-05 - 10:10:03 PM GMT
-  Document e-signed by Chelsea Conner (chelsea@frontlinemobilehealth.com)
Signature Date: 2026-02-05 - 10:26:17 PM GMT - Time Source: server
-  Agreement completed.
2026-02-05 - 10:26:17 PM GMT

City of Groves
Agenda Item Information Form

Council Meeting Date: 3/9/2026 Department: City Manager Agenda Item No. 17

Title for Item (same as to be placed on Agenda): Deliberate and act on Ordinance 2026-06, amending Sec. 9-1300 of the Code of Ordinances to allow business signs for home occupations in R-1 and R-2 Single-Family Residential Zoning Districts.

Party(ies) requesting placement of this item on the agenda: Kevin Carruth, City Manager

Submitted to City Manager's Office on: Date: 3/9/26 Time: 2:00 p.m. By: C THIBODEAUX

Explanation of Item: See accompanying 3/06/26 City Manager's Memo.

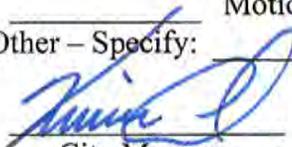
Deadline for Approval: None.

Staff Recommendation: Staff recommends that Council make no changes to the current ordinance.

Alternative (if any) for consideration: Add alternative of Sec. 9-1306.1 Home Occupation Sign Permit.

Identify any attachments to this document: 1) 2/13/26 City Manger's Memo; 2) FAQ's; 3) proposed ordinance

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 03/09/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source:
Transportation use fee.

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM

To: Mayor and City Council

From: City Manager Kevin Carruth 

Date: March 6, 2026

Re: Possible Amendments to Sec. 9-1300 of the Code of Ordinances to Allow Business Signage at Home Occupations in R-1 and R-2 Zoning Districts



Background

Approximately two years ago, Mr. Eric Gallier, who operates a home-based firearms customization business at 5001 Bellaire, contacted the City seeking a zoning compliance letter required for the issuance of a federal firearms license. During that process:

- A site visit was conducted by the Building Official.
- Follow-up phone calls and consultations occurred with staff and the City Attorney.
- It was determined that the business qualified as a home occupation.
- The City concluded the business would not negatively impact the surrounding neighborhood due to minimal customer traffic, lack of excessive noise or fumes, and no on-site advertising.

Earlier this month, Code Enforcement received a complaint regarding a 3' x 8' vinyl banner displayed on the fence at the residence advertising the business. Staff advised Mr. Gallier that business signage is not permitted in residential zoning districts (R-1 and R-2) and that the sign must be removed.

Mr. Gallier disputes this determination, asserting:

- The sign has allegedly been in place for several years.
- The sign is used only as a landmark for occasional customers.
- The Code of Ordinances does not explicitly state that such signage is prohibited.

Multiple conversations have since occurred between Mr. Gallier and City staff and elected officials reiterating the City's interpretation of the ordinance.

What is a Business Sign?

A business sign is any device, display, or structure designed to attract attention to or identify a business, product, service, or activity located on the premises. Some of the core purposes of a business sign are:

- **Advertising/Marketing** – Attracts attention and encourages customers to visit or purchase.
- **Communication** – Shares key information like hours, services, specials, or directions.
- **Identification** – Helps customers recognize the business (e.g., name, logo, address).

In other words, a business sign is a notice or display that tells people who you are, what you do, how to find you, or how to attract them to your business.

Applicable Ordinance and Legal Interpretation

The City Attorney has reviewed Section 9-1300 of the Code of Ordinances and concluded that:

- A sign identifying or advertising a business conducted on the same lot is classified as a “business sign.”
- Business signs are permitted only in P-1 and commercial zoning districts, not in R-1 or R-2.
- The Code does not contain any provision allowing business signage for home occupations in residential districts.
- The City lacks authority to permit a sign type that is not expressly authorized by ordinance.

Accordingly, under the current ordinance, business signage at a residence in an R-1 or R-2 zoning district is not permitted.

Policy Considerations

A. Reasons to Consider Amending the Ordinance

1. **Clarity for Home-Based Businesses**
A narrowly tailored allowance (e.g., small identification plaques) could reduce future disputes and ambiguity.
2. **Modern Home-Occupation Trends**
Increasing numbers of low-impact home businesses may seek limited identification signage for delivery or customer access.
3. **Consistency with Other Jurisdictions**
Some cities allow modest, non-illuminated home-occupation signage under strict size and placement limits.

B. Reasons to Keep the Ordinance Unchanged

1. **Protection of Residential Character**
Prohibiting business signage preserves the residential appearance of neighborhoods and prevents incremental commercialization.
2. **Enforcement Consistency and Fairness**
Allowing exceptions for one business would create pressure for similar allowances citywide and complicate enforcement.
3. **Slippery-Slope Concerns**
Even small signage allowances can expand over time in size, number, or visibility, undermining the intent of residential zoning.
4. **Existing Adequate Alternatives**
Home-based businesses may operate legally without signage, relying on digital mapping, online presence, and direct communication with customers.
5. **Clear Legal Authority**
The ordinance is internally consistent and defensible as written, and staff actions align with the City Attorney’s interpretation.

Staff Recommendation

Staff recommends no changes to the Code of Ordinances.

If the core purpose of a business sign is to drive traffic to the business and the purpose of R-1 and R-2 zoning districts is to restrict business uses, why would a home occupation need anything more than a street address to identify its location to the occasional visiting customer or vendor? The current sign ordinance clearly prohibits business signage in R-1 and R-2 zoning districts, including for home occupations. Maintaining the ordinance as written preserves neighborhood character, ensures consistent enforcement, and avoids unintended policy consequences. The City's position is legally sound and has been communicated clearly to the property owner.

Frequently Asked Questions

Business Signage at Home-Based Businesses



1. What issue is the City Council being asked to consider?

City Council has been informed of a code enforcement issue involving business signage displayed at a residence operating a home-based business in an R-1 or R-2 zoning district. The question is whether the City's current sign ordinance should be amended to allow business signage at residential properties used for home occupations.¹

2. Is the business itself allowed to operate in a residential zoning district?

Yes. Certain businesses may operate as home occupations in residential zoning districts if they meet specific criteria, including limited customer traffic and no adverse impacts on the neighborhood.²

3. Does approval as a home occupation allow business signage at the residence?

No. Approval of a home occupation does not authorize business signage. Business operations and signage are regulated separately under the Code of Ordinances.³

4. What does the City's sign ordinance currently allow in residential zoning districts (R-1 and R-2)?

The ordinance allows limited types of signs in residential districts, such as:

- Residential real estate signs
- Certain temporary or civic signs (e.g., school, church, or public agency signs)

The ordinance does not list business signs as a permitted sign type in R-1 or R-2 zoning districts.⁴

5. How is a "business sign" defined under the ordinance?

A business sign is defined as a sign that directs attention to a profession, business, commodity, or service conducted on the same lot as the sign.⁵

6. Where are business signs allowed under the current ordinance?

Business signs are permitted only in P-1 (Planned Development) and commercial zoning districts, not in residential districts.⁶

7. If the ordinance does not explicitly say "business signs are prohibited" in residential areas, why can't they be allowed?

Under Texas zoning law and the City's Code of Ordinances, land uses and sign types must be expressly permitted within a zoning district. If a sign type is not listed as allowed in a zoning district, it is considered prohibited. The City cannot authorize sign types that are not permitted by ordinance 2025-12-30 MemoSignageR-1R-2.⁷

8. Does the length of time a sign has been displayed change its legality?

No. The duration a sign has been displayed does not legalize a sign that is not permitted under the ordinance. Enforcement may occur when a violation is identified or a complaint is received.⁸

9. Why doesn't the City make an exception for small or low-impact business signs?

Creating exceptions can:

- Undermine the residential character of neighborhoods
- Lead to inconsistent enforcement
- Create pressure for additional signage allowances
- Gradually commercialize residential areas

The current ordinance provides a clear, consistent standard.⁹

10. Could the ordinance be amended to allow limited home-occupation signage?

Yes, the City Council has the authority to amend the ordinance following Planning and Zoning Commission review and public hearing. However, any amendment would require careful consideration of size limits, placement, enforcement challenges, and long-term neighborhood impacts.¹⁰

11. What alternatives do home-based businesses have for helping customers find their location?

Home-based businesses may rely on:

- Online maps and GPS directions
- Websites and social media
- Direct communication with customers
- Appointment-only visits

These methods allow businesses to operate without physical signage.

12. What is the staff's recommendation?

Staff recommends no changes to the sign ordinance. The ordinance is clear, legally sound, and effective in protecting residential neighborhoods while still allowing home-based businesses to operate.

13. Does this decision affect only one property?

No. Any change to the ordinance would apply citywide and could affect all residential neighborhoods.¹¹

14. What is the City's overall goal in maintaining the current ordinance?

The goal is to:

- Preserve the residential character of neighborhoods
- Ensure consistent and fair enforcement
- Avoid unintended expansion of commercial activity into residential areas
- Protect the public's health, safety, and welfare
- Maintain orderly development¹²

Footnotes

1. Texas Local Government Code §§211.003 and 216.903 authorize municipalities to regulate land use and signage.
2. City of Groves Code of Ordinances, Appendix A (Zoning), provisions allowing home occupations in residential districts.
3. City of Groves Code of Ordinances, Appendix A, Article IX – Signs and Directional Regulations.
4. City of Groves Code of Ordinances, Appendix A, Article IX, Sec. 9-1300 (Signs in Residential Districts).
5. City of Groves Code of Ordinances, Appendix A, Article II – Definitions (Business Sign / On-Premises Sign).
6. City of Groves Code of Ordinances, Appendix A, Article IX – Sign regulations for commercial and planned development districts.
7. Texas Local Government Code §§211.003–211.004 (zoning districts regulate permitted uses).
8. Texas Local Government Code §211.005 and City of Groves zoning enforcement provisions.
9. Texas Local Government Code §211.001 (purpose of zoning regulations).
10. Texas Local Government Code §§211.006–211.007 (zoning amendments and hearings).
11. Texas Local Government Code §211.003(b) (zoning regulations must be uniform within districts).
12. Texas Local Government Code §211.001 (zoning adopted to promote public health, safety, and general welfare).

Type	District
(9-1306) Home Occupation Sign: A nameplate sign identifying a lawful home occupation conducted on the premises, subject to the following restrictions: (a) maximum area of two (2) square feet; (b) non-illuminated; (c) mounted flush to the main structure; (d) maximum thickness of three (3) inches; (e) no moving parts; (f) limited to one (1) sign per lot; and (g) requiring a sign permit as provided in Section 9-1306.1.	R-1, R-2

34 **SECTION 2. PERMIT REQUIREMENT.** Chapter 9 of the Code of Ordinances of the City of
35 Groves, Texas, is hereby amended to add a new Section 9-1306.1, "Home Occupation Sign
36 Permit," to read as follows:

37 **Sec. 9-1306.1. Home Occupation Sign Permit.**

38 (a) *Permit required.* No person shall erect, install, or maintain a home occupation sign as
39 described in Section 9-1306 without first obtaining a home occupation sign permit from
40 the City.

41 (b) *Application.* Application for a home occupation sign permit shall be made to the City
42 on forms provided by the City and shall include the applicant's name, address of the
43 property where the sign will be located, a description of the sign including dimensions and
44 materials, and such other information as the City may require.

45 (c) *Term.* A home occupation sign permit shall be valid for a period of twenty-four (24)
46 months from the date of issuance and may be renewed upon application to the City.

47 (d) *Renewal.* Upon application for renewal, the City may consider any complaints received
48 regarding the sign or the home occupation during the permit term in determining whether
49 to renew the permit.

50 (e) *Fee.* The City Council may establish by resolution a fee for the issuance and renewal
51 of home occupation sign permits.

52 (f) *Revocation.* A home occupation sign permit may be revoked by the City upon a finding
53 that the sign does not comply with the requirements of Section 9-1306, that the home
54 occupation is no longer being conducted on the premises, or that the permit holder has
55 violated any provision of this Code related to the sign or the home occupation.

56 **SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion
57 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
58 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such
59 holding shall not affect the validity of the remaining portions of this Ordinance.

60 **SECTION 4. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its
61 passage, approval, and publication as required by law.

62 **SECTION 5. PUBLICATION.** The City Secretary is hereby directed to publish this Ordinance,
63 or its caption and penalty clause, in the official newspaper of the City of Groves within ten (10)
64 days of its passage.

65 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Groves, Texas, at a
66 regular meeting this _____ day of January, 2026.

67 _____
68 **Chris Borne, Mayor**

69 **ATTEST:**

70 _____
71 **Clarissa Thibodeaux, City Clerk**

72 The foregoing ordinance, including all the provisions thereof, is hereby approved as to form and
73 legality.

74 _____
75 **Brandon P. Monk, City Attorney**

City of Groves
Agenda Item Information Form

Council Meeting Date: 3/9/2026 Department: City Manager Agenda Item No. 18

Title for Item (same as to be placed on Agenda): Deliberate and act on the March 9, 2026, Invoice List.

Party(ies) requesting placement of this item on the agenda: City Manager, Kevin Carruth

Submitted to City Manager's Office on: Date: 3/5/26 Time: 1:00 p.m. By: C. THIBODEAUX

Explanation of Item: Approval of the invoices for the City that are above \$5,000.

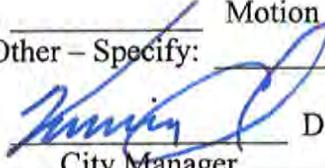
Deadline for Approval: Immediately

Staff Recommendation: Approval of the list, as presented.

Alternative (if any) for consideration: _____

Identify any attachments to this document: Invoice approval list.

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 03/05/26
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

Invoice Approval List - March 9, 2026

Vendor	Description	Amount
1. Beaumont Freightliner - Sterling	Lights for bed of solid waste truck, pto's for transmission rebuild, and repairs to City Hall and Public Works generators.	\$ 8,303.16
2. Blades Group LLC	Rock asphalt patch	\$ 8,416.00
3. Environmental Improvements, Inc	Replacement of current grit pump	\$ 22,811.00
4. Lloyd Gosselink Attorneys at Law	Professional services and disbursements rendered through January 31, 2026	\$ 34,715.00
5. Reliable Transmission Service	Transmission repair on fire truck	\$ 15,122.75
6. Vulcan Construction Materials	A-1 limestone base material	\$ 5,184.94
Total		\$ 94,552.85

KC
03/09/26

BEAUMONT FREIGHTLINER & WESTERN STAR

7390 I-10 S
 BEAUMONT, TX 77705
 Phone: (409) 951-8300 Fax: (409) 951-8399
 AR@STRHOUSTON.COM

PARTS INVOICE (#)

SIP-030-50-90001102



BILL TO			SHIP TO			PAYMENT METHOD	
155804 CITY OF GROVES PO BOX 846 GROVES, TX 77619 PHONE: (409) 960-5715 FAXNO: (409) 963-3388			155804 CITY OF GROVES PO BOX 846 GROVES, TX 77619 PHONE: (409) 960-5715 FAXNO: (409) 963-3388			ACCOUNTS RECEIVABLE	
						DEFAULT PAYMENT METHOD	
						ACCOUNTS RECEIVABLE	
CUSTOMER PO	CREATED	CREATED BY	SHIPPING METHOD	CLOSED	CLOSED BY	OUTSIDE SALES	
ENGINE 3	02/23/2026	DONALD FAULK	DELIVERY	02/24/2026	DONALD FAULK	MICHELLE RICKENBRODE	

NOTES	PER EDDIE
-------	-----------

PARTS	PART (#) / ABBR	DESCRIPTION	DOC REFERENCE (#)	QTY (#)	BACK ORDER QTY (#)	PRICE (\$)	EXTENDED (\$)
	CH 281GGFJPB5XD	PTO		1		3,288.90	3,288.90
	PART NOTE: PER EDDIE						
	CUSTOMER PROVIDED PART NUMBER						

PARTS (\$)	CORES (\$)	ADDITIONAL CHARGES (\$)	FREIGHT (\$)	TAX (\$)	BATTERY FEE (\$)	SUBTOTAL (\$)	DEPOSITS (\$)	PAYMENTS (\$)	AMOUNT DUE (\$)
3,288.90						3,288.90			3,288.90

MEDIATION/ARBITRATION AGREEMENT: The undersigned customer and BEAUMONT FREIGHTLINER & WESTERN STAR ("Company") agree that (except as set out in the last sentence of this paragraph) any and all claims, disputes, or controversies directly or indirectly arising from or relating to your business with Company shall be submitted to non-binding mediation and, if unresolved in mediation shall be decided by binding, individual arbitration under the rules and administration of the American Arbitration Association ("AAA") and shall be arbitrated by a single arbitrator in Houston, Harris County, Texas. The undersigned customer and Company are waiving the right to litigate disputes in a court of law and the right to participate as a class representative or class member in any class action claim against Company its affiliates, subsidiaries or agents. This arbitration clause is an independent agreement and shall survive termination, transfer, or completion of the business transacted between the undersigned customer and Company. This clause applies to a transaction involving interstate commerce and is to be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). Judgment upon the award may be entered by any court having jurisdiction. *This clause does not apply to any legal remedies that may be pursued to collect monies owed to Company for parts, sales or services provided by Company.*

PAYMENT AND GUARANTEE TERMS: The undersigned is the person, or the expressly authorized agent of the person, responsible to pay for the parts described above on this Parts Invoice & acknowledges that 1) BEAUMONT FREIGHTLINER & WESTERN STAR has received proper authorization to deliver to the undersigned all parts described on Parts Invoice above and he/she does personally guarantee for himself & if applicable, for his principal, to pay for all parts described on Parts Invoice above & as well as for all mediation and/or arbitration fees, attorney's fees, court costs, & all other costs, fees & expenses which may be incurred to collect fees for the parts & all other service fees & material charges described set out on the Parts Invoice above. The undersigned customer, individually & as guarantor, further agrees that Company need not pursue any other person or entity liable on the obligation and that this guarantee shall not be discharged, impaired or affected by the transfer of the truck, the failure of a repair or a part failure or any defense (other than full payment of the indebtedness hereby guaranteed in accordance with the terms hereof) that the undersigned has or may have to the undersigned's obligations hereunder, each and every defense being hereby waived by the undersigned as allowed by law.

DISCLAIMER OF WARRANTIES: THE FACTORY WARRANTY CONSTITUTES THE ONLY WARRANTY GIVEN ON THE PARTS & THE SALE OF PARTS TO THE UNDERSIGNED DESCRIBED ON THE PARTS INVOICE ABOVE & BEAUMONT FREIGHTLINER & WESTERN STAR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, SPECIFICALLY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR SERVICE PERFORMED.

RETURN POLICY: Except as described below, all parts accompanied by original invoice copy, in original packaging and resalable condition, may be returned within ten (10) days of purchase, with proper authorization, subject to a 15% restocking charge. Cores must be returned within thirty (30) days of purchase and the exact same part/part number to be eligible for credit.

NO RETURN POLICY: Special order parts, glass, and electrical parts may not be returned under any circumstances.

The Company listed above does not warranty the parts sold, but only administers the warranty for the manufacturers. All warranty decisions are made by the manufacturers based on their policies and guidelines. In the event a claim is denied due to a non-warrantable failure, the Company listed above reserves the right to charge above-mentioned/undersigned customer. By signing below, I acknowledge reading and understanding this policy and agree to all parts manufacturer's warranty terms.

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Customer Signature: _____

Printed Name: _____

REMIT TO: BEAUMONT FREIGHTLINER & WESTERN STAR P.O. BOX 222038 DALLAS, TX 75222-2038
--

FEB 27 2026

FINANCE

BEAUMONT FREIGHTLINER & WESTERN STAR

7390 I-10 S
 BEAUMONT, TX 77705
 Phone: (409) 951-8300 Fax: (409) 951-8399
 AR@STRHOUSTON.COM

PARTS INVOICE (#)

SIP-030-50-90000135



BILL TO			SHIP TO			PAYMENT METHOD	
155804 CITY OF GROVES PO BOX 846 GROVES, TX 77619 PHONE: (409) 960-5715 FAXNO: (409) 963-3388			155804 CITY OF GROVES PO BOX 846 GROVES, TX 77619 PHONE: (409) 960-5715 FAXNO: (409) 963-3388			ACCOUNTS RECEIVABLE	
						DEFAULT PAYMENT METHOD	
						ACCOUNTS RECEIVABLE	
CUSTOMER PO	CREATED	CREATED BY	SHIPPING METHOD	CLOSED	CLOSED BY	OUTSIDE SALES	
ENGINE 3	02/09/2026	DONALD FAULK	DELIVERY	02/24/2026	DONALD FAULK	MICHELLE RICKENBRODE	

NOTES	PER EDDIE
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PARTS	PART (#) / ABBR	DESCRIPTION	DOC REFERENCE (#)	QTY (#)	BACK ORDER QTY (#)	PRICE (\$)	EXTENDED (\$)
	CH 281GGFJPB5XD	PTO		1		3,288.90	3,288.90
	PART NOTE:		PER EDDIE				
	CUSTOMER PROVIDED PART NUMBER						

PARTS (\$)	CORES (\$)	ADDITIONAL CHARGES (\$)	FREIGHT (\$)	TAX (\$)	BATTERY FEE (\$)	SUBTOTAL (\$)	DEPOSITS (\$)	PAYMENTS (\$)	AMOUNT DUE (\$)
3,288.90						3,288.90			3,288.90

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DISCLAIMER OF WARRANTIES: THE FACTORY WARRANTY CONSTITUTES THE ONLY WARRANTY GIVEN ON THE PARTS & THE SALE OF PARTS TO THE UNDERSIGNED DESCRIBED ON THE PARTS INVOICE ABOVE & BEAUMONT FREIGHTLINER & WESTERN STAR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, SPECIFICALLY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR SERVICE PERFORMED.

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Customer Signature: _____

Printed Name: _____

REMIT TO:
BEAUMONT FREIGHTLINER & WESTERN STAR P.O. BOX 222038 DALLAS, TX 75222-2038

PAID
 FEB 27 2026
 FINANCE

BEAUMONT FREIGHTLINER & WESTERN STAR

7390 I-10 S
 BEAUMONT, TX 77705
 Phone: (409) 951-8300 Fax: (409) 951-8399
 AR@STRHOUSTON.COM

PARTS INVOICE (#)

SIP-030-50-90000194

SIP-030-50-90000194

09-41176

BILL TO			SHIP TO			PAYMENT METHOD	
155804 CITY OF GROVES PO BOX 846 GROVES, TX 77619 PHONE: (409) 960-5715 FAXNO: (409) 963-3388			155804 CITY OF GROVES PO BOX 846 GROVES, TX 77619 PHONE: (409) 960-5715 FAXNO: (409) 963-3388			ACCOUNTS RECEIVABLE	
						DEFAULT PAYMENT METHOD	
						ACCOUNTS RECEIVABLE	
CUSTOMER PO	CREATED	CREATED BY	SHIPPING METHOD	CLOSED	CLOSED BY	OUTSIDE SALES	
CITY HALL	02/11/2026	DONALD FAULK	WILL CALL	02/11/2026	DONALD FAULK		

PARTS	PART (#) / ABBR	DESCRIPTION	DOC REFERENCE (#)	QTY (#)	BACK ORDER QTY (#)	PRICE (\$)	EXTENDED (\$)
	IE CTM25210A00	HOTSTART 2500W 240V 100-120F		2		810.00	1,620.00
CUSTOMER PROVIDED PART NUMBER							

PARTS (\$)	CORES (\$)	ADDITIONAL CHARGES (\$)	FREIGHT (\$)	TAX (\$)	BATTERY FEE (\$)	SUBTOTAL (\$)	DEPOSITS (\$)	PAYMENTS (\$)	AMOUNT DUE (\$)
1,620.00						1,620.00			1,620.00

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Customer Signature: _____

Printed Name: _____

REMIT TO:
BEAUMONT FREIGHTLINER & WESTERN STAR P.O. BOX 222038 DALLAS, TX 75222-2038

PAID
 FEB 17 2026
 FINANCE

PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-41777

02/19/2026

ISSUED TO:

VEND #: 01-21928

SHIP TO:

BEAUMONT FREIGHTLINER-STERLING-WESTERN S
P.O. BOX 222038

DALLAS, TX 75222-2038

City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
3.00	3075Y LIGHTS	05 -5-55-03-050	SOLID WASTE TRUCKS	17.56	52.68
3.00	3075R	05 -5-55-03-050	SOLID WASTE TRUCKS	17.56	52.68
	LIGHTS FOR BED				
	#70256 \$105.36				

RECEIVED

FEB 21 2026

FINANCE
PAID

FEB 27 2026

FINANCE

TOTAL ***

105.36

ORDERED BY: EDDIE CATHEY

APPROVED BY: TROY W. FOXWORTH

SelecTransportation Resources, LLC

Houston Freightliner, Inc.

9550 North Loop East
Houston, TX 77029
713-672-4115



SelecTrucks of Houston, LLC

10011 North Loop East
Houston, TX 77029
713-674-0000

Thomas Bus Gulf Coast, Ltd.

3575 Trailmobile
Houston, TX 77013
713-675-4001

Beaumont Freightliner

7390 IH 10 South
Beaumont, TX 77705
Main: 888-830-1733
Sales • Parts • Service: 409-951-8300
Fax: 409-951-8399

**Corpus Christi Freightliner
Western Star**

8001 IH 37
Corpus Christi, TX 78409
Sales: 361-694-8400
Service: 361-694-8499

09-41777

SOLD TO

City of Grover

1-29-26

SHIP TO

PO# 45

CUSTOMER ACCT. NO.		SALESMAN		INVOICE NUMBER			70256		REFER TO THIS NUMBER WHEN REMITTING	
CUSTOMER ORDER NO.			DATE							
PART NO.	DESCRIPTION	ORD'D	SHP'D	B/O	LIST PRICE	SYM	SALES			
							UNIT	EXTENSION		
TL 3075Y		3					417.56	52.68		
TL 3075R		3					417.56	52.68		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAID FEB 27 2003 FINANCE </div>										
PICKED BY	PACKED BY	REC'D BY	X		TOTAL PARTS					
					SALES TAX					
					FREIGHT					
					TOTAL					

ALL RETURNED MERCHANDISE SUBJECT TO 10% HANDLING CHARGE. NO MERCHANDISE MAY BE RETURNED FOR CREDIT WITHOUT PROPER AUTHORITY AND COPY OF ORIGINAL INVOICE. CREDIT FOR RETURNED CORES WILL BE ISSUED ONLY ON REBUILDABLE CORES RETURNED WITHIN 10 DAYS.

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-41744

02/13/2026

ISSUED TO: VENDOR #: 01-23864
BLADES GROUP LLC
3 FM 1403
UVALDE, TX 78801

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	ROCK ASPHALT PATCH ROCK ASPHALT PATCH FOR STREET REPAIRS	01 -5-44-05-100	4,208.00	4,208.00

PAID
FEB 20 2026
FINANCE

RECEIVED
FEB 19 2026
FINANCE

*** TOTAL *** 4,208.00

ORDERED BY: J BREAUX

APPROVED BY: TROY W. FOXWORTH



Blades Group
 3 FM 1403
 Uvalde, Tx 78801
 accounting@bladesgroupllc.com

09-41744
 37138

Invoice

Date	Invoice #
2/3/2026	18051268

Bill To
City of Groves, TX 3947 Lincoln Ave Groves, TX 77619

Ship To
City of Groves, TX 4925 McKinley Ave Groves, TX 77619

P.O. Number	Terms	Due Date	Ship Date	Shipping Meth...	Tracking No
JOEY 020326	Net 30	3/5/2026	2/4/2026	Central Transpo	275341758

Product	Description	Quantity	U/M	Price Each	Amount
Bulk Bag - 1 Cu...	1 Cubic Yard RockAsphalt	8	ea	526.00	4,208.00

PAID
 FEB 20 2026
 FINANCE

Remit To: Blades Group LLC 3 FM 1403 Uvalde, Tx 78801	Total	\$4,208.00
	Payments/Credits	\$0.00
	Balance Due	\$4,208.00



Packing List

Date (MM/DD/YYYY): 02/04/2026
 Order Number 55052
 Shipment ID 12928641

SHIP FROM:
 Blades Group LLC
 3 FM 1403
 UVALDE, TX, 78801
 8302781211, logistics@bladesgroupllc.com

SHIP TO:
 City of Groves, TX
 4925 McKinley Ave
 Groves, TX, 77619
 4099605703, jbreaux@cigrovestx.com

PO Number	SO Number	CARRIER	PAYER
JOEY 020326	55052	SAIA	Prepaid

Incoterms	Payment Terms	Due Date
EXW		

Order Number:55052 PO Number:JOEY 020326

Line No	Qty	UOM	Item#	SKU	Serial Numbers	DESCRIPTION	Package ID
01	4	EA	Bulk Bag - 1 CuYd			1 Cubic Yard RockAsphalt	

Total Items: 4	Total Packages: 4	Total Weight: 9600 lbs
----------------	-------------------	------------------------

Comments:

Name / Title Date

PAID
 FEB 28 2026
 FINANCE



Packing List

Date (MM/DD/YYYY): 02/04/2026
 Order Number 55052
 Shipment ID 12928691

SHIP FROM:
 Blades Group LLC
 3 FM 1403
 UVALDE, TX, 78801
 8302781211, logistics@bladegroupllc.com

SHIP TO:
 City of Groves, TX
 4925 McKinley Ave
 Groves, TX, 77619
 4099605703, jbreaux@cigrovestx.com

PO Number	SO Number	CARRIER	PAYER
JOEY 020326	55052	Central Transport	Prepaid

Incoterms	Payment Terms	Due Date
EXW		

Order Number:55052 PO Number:JOEY 020326

Line No	Qty	UOM	Item#	SKU	Serial Numbers	DESCRIPTION	Package ID
01	4	EA	Bulk Bag - 1 CuYd			1 Cubic Yard RockAsphalt	

Total Items: 4	Total Packages: 4	Total Weight: 9600 lbs
----------------	-------------------	------------------------

Comments:

Name / Title Date

PAID
 FEB 20 2026
 FINANCE

Pro #: 275341758



275341758

1 of 1



Bill of Lading
BOL#: SHP12928691

02/04/2026

Central Transport
Service: STANDARD SERVICE

Payment Terms Prepaid Collect 3rd Party

Shipper Blades Group LLC 3 FM 1403 UVALDE, TX, 78801, US logistics@bladesgroupllc.com 8302781211		Consignee City of Groves, TX 4925 McKinley Ave Groves, TX, 77619, US jbreaux@cigrovestx.com 4099605703	
Order Number : 55052		PO Number : JOEY 020326	
Pickup Instructions Carrier Provided Quote Number: 28741974		Delivery Instructions NOTIFICATION REQUIRED, HOURS: MON-FRI 7AM-3PM, FORKLIFT ON-SITE, MUST CALL/NOTIFY 30 MINUTES BEFORE DELIVERY FOR UNLOADING: JOEY BREAUX 409-960-5703	
Billing Party Blades Group LLC 3 FM 1403 UVALDE, TX, 78801, US 8302781211		International Broker	Hazmat Info

Shipment Information									
Qty	HU	TYPE	HM	DESCRIPTION		PIECES	WEIGHT	CLASS	NMFC
4		PALLET		1 Cubic Yard RockAsphalt 1 Cubic Yard RockAsphalt	DIMS: 48X40X40 IN	4 Inner Units 4 (PALLET, 9600 LB)	9,600.0 LB	50	035120-00
Total						4	9,600 LB		177.78 CBFT

PAID
FEB 20 2026
FINANCE

COD Amount

\$ US CANADA Fee Terms: Prepaid Collect Customer Check Acceptable

NOTE: Liability Limitation for loss or damage in this shipment may be applicable.

Received by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number of quality of containers or other packages or units indicated in the box opposite entitled "Total No. of Container/Packages received by the Carrier" for damage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of the delivery, whichever is applicable. One Original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier in exchange for the Goods or a delivery order. In Accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped, or written, or otherwise incorporated, notwithstanding the non-signing of the Bill of Lading by the Merchant. IN WITNESS WHEREOF the number of Original Bills of Lading Stated below all of the this tenor and date has been signed, one of which being accomplished the others to stand void.

SPECIAL AGREEMENT: Declared Value: US \$ _____ Shipper's Initials: _____

SHIPPER SIGNATURE/DATE <u>ERM</u> <u>2-4-26</u>	This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.	Receiving and Carrier Signature/Date	CARRIER SIGNATURE/PICK UP DATE Carrier Acknowledges receipt of Packages and required placards. Carrier certifies emergency response information was made available and/or Carrier has the Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Properly described above is received in good order, except as noted
DRIVER TIME IN / OUT /	TRAILER NUMBER	SEAL NUMBER	<u>EB</u> <u>2-4-26</u> <u>2601314</u>

THIS SHIPMENT HAS A PREASSIGNED PRO# AND BARCODE. DO NOT APPLY PRO STICKER.

21-HU's



Blades Group
 3 FM 1403
 Uvalde, Tx 78801
 accounting@bladesgroupllc.com

Invoice

Date	Invoice #
2/11/2026	18051371

Bill To
City of Groves, TX 3947 Lincoln Ave Groves, TX 77619

Ship To
City of Groves, TX 4925 McKinley Ave Groves, TX 77619

P.O. Number	Terms	Due Date	Ship Date	Shipping Meth...	Tracking No
JOEY	Net 30	3/13/2026	2/11/2026	SAIA	771237348505

Product	Description	Quantity	U/M	Price Each	Amount
Bulk Bag - 1 Cu...	1 Cubic Yard RockAsphalt	4	ea	526.00	2,104.00
	SHIPMENT 1 OF 2 ON PO				

PAID
 FEB 20 2026
 FINANCE

Remit To: Blades Group LLC 3 FM 1403 Uvalde, Tx 78801	Total	\$2,104.00
	Payments/Credits	\$0.00
	Balance Due	\$2,104.00



Packing List

Date (MM/DD/YYYY): 02/11/2026
 Order Number 55158
 Shipment ID 12983974

SHIP FROM:
 Blades Group LLC
 3 FM 1403
 UVALDE, TX, 78801
 8302781211, logistics@bladesgroupllc.com

SHIP TO:
 City of Groves, TX
 4925 McKinley Ave
 Groves, TX, 77619
 4099605703, jbreau@cigrovestx.com

PO Number	SO Number	CARRIER	PAYER
JOEY	55158	SAIA	Prepaid

Incoterms	Payment Terms	Due Date
EXW		

Order Number 55158 PO Number JOEY

Line No	Qty	UOM	Item#	SKU	Serial Numbers	DESCRIPTION	Package ID
01	4	EA	Bulk Bag - 1 CuYd			1 Cubic Yard RockAsphalt	

Total Items: 4	Total Packages: 4	Total Weight: 9600 lbs
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Comments:

Name / Title Date

PAID
 FEB 20 2026
 FINANCE

09-41755
37148



Blades Group
3 FM 1403
Uvalde, Tx 78801
accounting@bladesgroupllc.com

Invoice

Date	Invoice #
2/12/2026	18051397

Bill To
City of Groves, TX 3947 Lincoln Ave Groves, TX 77619

Ship To
City of Groves, TX 4925 McKinley Ave Groves, TX 77619

P.O. Number	Terms	Due Date	Ship Date	Shipping Meth...	Tracking No
JOEY	Net 30	3/14/2026	2/12/2026	SAIA	771238109600

Product	Description	Quantity	U/M	Price Each	Amount
Bulk Bag - 1 Cu...	1 Cubic Yard RockAsphalt	4	ea	526.00	2,104.00
	SHIPMENT 2 OF 2 ON PO				

PAID
FEB 21 2026
FINANCE

Remit To: Blades Group LLC 3 FM 1403 Uvalde, Tx 78801	Total	\$2,104.00
	Payments/Credits	\$0.00
	Balance Due	\$2,104.00



Packing List

Date (MM/DD/YYYY): 02/12/2026
 Order Number 55158
 Shipment ID 12993463

SHIP FROM:
 Blades Group LLC
 3 FM 1403
 UVALDE, TX, 78801
 8302781211, logistics@bladesgroupllc.com

SHIP TO:
 City of Groves, TX
 4925 McKinley Ave
 Groves, TX, 77619
 4099605703, jbreaux@cigrovestx.com

PO Number	SO Number	CARRIER	PAYER
JOEY	55158	SAIA	Prepaid

Incoterms	Payment Terms	Due Date
EXW		

Order Number:55158 PO Number:JOEY

Line No	Qty	UOM	Item#	SKU	Serial Numbers	DESCRIPTION	Package ID
01	4	EA	Bulk Bag - 1 CuYd			1 Cubic Yard RockAsphalt	

Total Items: 4	Total Packages: 4	Total Weight: 9600 lbs
----------------	-------------------	------------------------

Comments:

Name / Title Date

PAID
 FEB 20 2026
 FINANCE

PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: February 25, 2026
 TO: Kevin Carruth

P.O. NUMBER: 09-41800
 FROM: Coby Doucet

Purchase Recommendation

Recommended Company: Environmental Improvements, Inc(37194)

Items to be Purchased: Hayward Gordon XR3(8) Bare Pump for grit removal.

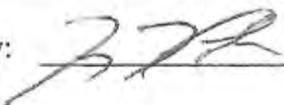
CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-64-03-110	Hayward Gordon XR3(8) Bare Pump	1	\$20,811.00	\$20,811.00
	Shipping	1	\$2,000.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
<i>* Note: Purchases greater than \$5000.00 Require Council approval before ordering!</i>				\$22,811.00

REASONS FOR PURCHASE:

Hayward Gordon XR3(8) is a direct replacement of current grit pump. This is for the pump only, no labor or skid.
 The grit pumps pull the settled grit from the bottom of the grit chamber and pumps it to the grit classifier.

QUOTES

	COMPANY NAME		COST
1.	Sole Source Letter Attached	RECEIVED	\$
2.		FEB 26 2026	\$
3.			\$
4.		FINANCE	\$
5.			\$

Approved by: 
 (PW Director)

Date: _____

Approved by: _____
 (City Manager)

Date: _____

Date Council Approved _____

BILL TO	SHIP TO	SALES CONTACT
CITY OF GROVES HAYWARD GORDON S/N 340825 Phone: Fax:	COBY DOUCET Phone: Email:	KIMON J LYMBERRY 713-253-3749 KJLYMBERRY@MCMRESIDWATER.COM

SHIP VIA	PAYMENT TERMS	ESTIMATED SHIP DATE-LEAD TIMES	EXPIRATION DATE
Best Price	NR 30	22-24 WEEKS	30 Days

ITEM	QTY	MFR	DESCRIPTION	EACH	EXT. PRICE
1	1	HAYWARD GORDON	HAYWARD GORDON XR3(8) BARE PUMP Wet End:ASTM A532 Super Ni-Hard (650BHN) Casing, Impeller and Wearplate Seal:John Crane 1345 Packing Ports/Flanges:4" suction x 3" discharge - 125#RF Motor Details:Provided by others Drive:Bare Pump-Drive by others Guard:Provided by others Base/Coverplate:Provided by others Pump Setting:Bare Pump APPLICATION DETAILS: Fluid:Grit Impeller Diameter:Full Capacity:180 GPM Viscosity:Waterlike NPSHR:Flooded Head:11 ft Temperature:Ambient Pump RPM:780 RPM	\$ 20,811.00	\$ 20,811.00
				SUBTOTAL	\$ 20,811.00
				TAX	
				TOTAL	

Shipping is not included unless stated above. If not stated above, freight charges will be PREPAID & ADDED to invoice at time of shipment

IF AN ORDER IS PLACED, PLEASE VERIFY THAT THE "BILL TO" AND "SHIP TO" ADDRESSES LISTED ABOVE ARE CORRECT. ENVIRONMENTAL IMPROVEMENTS, INC. MUST HAVE A NAME AND PHONE NUMBER OF A JOB SITE CONTACT THAT WILL ACCEPT THE SHIPMENT. IN ADDITION TO 1 OF 3 OPTIONS LISTED BELOW BEFORE THE ORDER CAN BE PROCESSED

1. CREDIT CARD ORDER - CUSTOMER MUST SUPPLY CARD NUMBER, SECURITY CODE ON BACK OF CARD, EXPIRATION DATE, NAME ON CARD, BILLING ADDRESS, PHONE NUMBER AND EMAIL. CUSTOMER MUST SIGN AND DATE QUOTE THEN RETURN FOR PROCESSING.
2. VERBAL PURCHASE ORDER - CUSTOMER MUST SIGN AND DATE QUOTE THEN RETURN FOR PROCESSING.
3. PURCHASE ORDER NUMBER - CUSTOMER MUST SUPPLY SIGNED AND DATED HARD COPY OF PURCHASE ORDER OR WRITE PURCHASE ORDER NUMBER ON ORIGINAL EI2 QUOTE. CUSTOMER MUST SIGN AND DATE QUOTE THEN RETURN FOR PROCESSING.

Acknowledged By _____

Date _____



February 20, 2026

City of Groves
Wastewater Treatment Plant
1222 Taft Ave
Port Arthur, Tx 77642

Re: Authorized Distributor for Hayward Gordon Parts, Pumps, and Mixers

Attn: Coby Doucet

Hayward Gordon has appointed Environmental Improvements Inc., (EI2) as the Manufacturer's sole and exclusive representative for the sale of Hayward Gordon parts and pumps and Sharpe Mixers and parts for the municipal market in the state of Texas. Sharpe Mixers is a wholly owned subsidiary of Hayward Gordon ULC.

Their offices are located at:

EI2 = Environmental Improvements, Inc.
1183 Brittmoore Road - Suite 100
Houston, TX 77043
Office: (713) 461-1111

Your main contact is:

Kimon Lymberry
Direct: (713) 253-3749 (mobile)
Email: kimon@ei2water.com

We pride ourselves in partnering with Rep firms that are professional, technically sound, and experienced. You'll find EI2 to be a valuable resource to help with all of your process equipment needs.

Sincerely,

Dave Miller

U.S. Central Regional Manager - Municipal
Hayward Gordon ULC
2128 Lyncris Ln
Miamisburg, OH 45342
Cell: (937)-234-3810
Email: davemiller@haywardgordon.com

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-41833

02/26/2026

ISSUED TO: VEND #: 01-23188
LLOYD GOSSELINK ATTORNEYS AT LAW
816 CONGRESS AVE SUITE 1900
AUSTIN, TX 78701

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	STAR LAKE ATTORNEY	11 -5-63-06-270	CONTRACT SERVICES	0.00	17,357.50
0.00	STAR LAKE ATTORNEY	11 -5-64-06-270	CONTRACT SERVICES	0.00	17,357.50
	PROFESSIONAL SERVICES AND DISBURSEMENTS RENDERED THROUGH JANUARY 31, 2026.				

PAID
FEB 27 2026
FINANCE



*** TOTAL *** 34,715.00

ORDERED BY: K CARRUTH
APPROVED BY: KEVIN CARRUTH

February 19, 2026

City of Groves
Kevin Carruth, City Manager
4875 Parker Dr.
Beaumont, TX 77705

Invoice: 97566415
Client:
Matter: 1
Billing Attorney: NEV
Tax ID # 74-2308445

INVOICE SUMMARY

For professional services and disbursements rendered through January 31, 2026:

RE: Star Lake Water WW Contribution

Professional Services	\$ 22,015.00
Courtesy Discount	<u>\$ -2,200.00</u>
Net Professional Services	\$ 19,815.00
Total Disbursements	<u>\$ 14,900.00</u>
TOTAL THIS INVOICE	\$ 34,715.00

50% 11-5-63-06-270
50% 11-5-64-06-270

PAID
FEB 27 2026
FINANCE

Lloyd Gosselink Rochelle & Townsend, P.C.
is committed to offering a more secure, and convenient option to pay your invoice using:
Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.
A convenience fee applies.

TO PAY BY CARD or eCheck with our fast, easy, and secure service, [CLICK HERE: Pay Now](#)

Or you may also pay online by visiting our website at: <https://www.lglawfirm.com/client-payment-information>

ACCOUNTS RECEIVABLE

PO Box 377
Brandon, FL 33509-0377
(813) 540-1919
ar@rtballison.com



HOUSTON BRANCH

12209 Alanya Westfield Rd.
Houston, TX
(713) 742-9600
www.rtsballison.com

RELIABLE TRANSMISSION SERVICE-TEXAS, LLC

BECAUSE ALLISON IS ALL WE DO.

Invoice: **40R4285.02**
 Date / Hour: 2/19/2026 12:05:12PM
 Repair Order: 4285
 Customer:
 Branch: HOU
 Total Invoice: \$13,966.90

Charge

Page 1 of 2

Bill To: CITY OF GROVES PUBLIC WORKS
 4901 MCKINLEY AVE
 GROVES, TX 77619

Ship To: CITY OF GROVES PUBLIC WORKS
 4901 MCKINLEY AVE
 GROVES, TX 77619
 Office Phone: 409-728-3954

Work: Shop:

Customer P/O: TBD Open Date: 01/29/2026 Completion Date: 02/16/2026
 Add User: agarcia Salesperson:

Unit Number: E-3 Model Year: 2012 Make/Model: PIERCE SABOR
Type: Fire Apparatus VIN: 4P1CV01D0CA012512 Meter: 25251 Miles

Unit Components:

Manufacturer	Model	Part Number	Serial Number
Allison	4000EV_P	29557210	6610335984

Task: 1 R&R Remove Or Replace Trans Department: Truck Shop

Complaint: CUSTOMER STATES THERE IS METAL DEBRIS IN THE FLUID. CHECK AND ADVISE
Cause: TECH PULLED A FLUID SAMPLE AND CONFIRMED THE CUSTOMER COMPLAINT. INDICATING INTERNAL FAILURE. TECH RECOMMENDS A TRANSMISSION REPLACEMENT.
Correction: AFTER GETTING APPROVAL TECH REMOVED THE TRANSMISSION AND SET ON THE BUILD SIDE

ONCE AN EXCHANGE WAS MADE AVAILABLE TECH BEGAN THE INSTALL AND ONCE INSTALLED TECH FILLED THE TRANSMISSION WITH NEW OIL AND INSURED THERE WAS NO LEAKS. TCM UPDATE WAS MADE AND THE VEHICLE WAS TAKEN ON A TEST DRIVE THE VEHICLE PASSED AND WAS THEN STAGED FOR PICK UP

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	DDHD668	Duradrive TES-668 Fluid	QT	38.0	\$16.55	\$628.90
	SS	Shop Supplies		1.0	\$82.00	\$82.00
	WD	Waste Disposal		1.0	\$30.00	\$30.00
Task 1 Subtotals					Parts:	\$628.90
					Labor:	\$4,100.00
					Miscellaneous:	\$112.00
Task 1 Subtotals						\$4,840.90

Task: 2 RCE Rebuild Customer Trans at Exchange Price Department: Truck Shop

Complaint: FAILED TRANSMISSION INFO:
 Serial Number 6610335984
 P/N 29557210
 Model: 4000EV_P
Cause: RCE
Correction: TRANSMISSION INFO:
 Serial Number 6610335984
 P/N 29557210
 Model: 4000EV_P

PAID
 FEB 27 2026
 FINANCE

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	RCE	Rebuild Customer Transmission	EA	1.0	\$9,126.00	\$9,126.00
	Stocking Number: 24781	Serial Number: 6610335984				
Task 2 Subtotals					Parts:	\$9,126.00
					Labor:	\$0.00
Task 2 Subtotals						\$9,126.00

ACCOUNTS RECEIVABLE

PO Box 377
Brandon, FL 33509-0377
(813) 540 1919
ar@rtsallison.com



HOUSTON BRANCH

12209 Aldino Westfield Rd.
Houston, TX
(713) 742-9633
www.rtsallison.com

RELIABLE TRANSMISSION SERVICE - TEXAS, LLC

BECAUSE ALLISON IS ALL WE DO.

Invoice: **40R4285.02**
 Date / Hour: 2/19/2026 12:05:12PM
 Repair Order: 4285
 Customer: 10150
 Branch: HOU
 Total Invoice: \$13,966.90
 Charge

Page 2 of 2

Bill To: CITY OF GROVES PUBLIC WORKS
 4901 MCKINLEY AVE
 GROVES, TX 77619

Ship To: CITY OF GROVES PUBLIC WORKS
 4901 MCKINLEY AVE
 GROVES, TX 77619
 Office Phone: 409-728-3954

Work: _____ Shop: _____

Customer P/O: TBD Open Date: 01/29/2026 Completion Date: 02/16/2026
 Add User: agarcia Salesperson:

Customer Tax ID: ON FILE

Detail Tax Info:

Sales Tax	\$0.00
	\$0.00

	Total Parts:	\$9,754.90
1.00	Total Labor:	\$4,100.00
	Total Miscellaneous:	\$112.00
	Invoice Subtotal:	\$13,966.90
	Total Tax:	\$0.00
	Total Invoice:	\$13,966.90

Payment Method	Terms	Due Date
Charge	Net 30	3/21/2026

PAID
 FEB 27 2026
 FINANCE

ACCOUNTS RECEIVABLE

P.O. Box 377
 Brandon, FL 33509-0377
 (813) 540 1919
 ar@rtsallison.com



HOUSTON BRANCH

12209 Aldine Westfield Rd.
 Houston, TX
 (713) 742-9633
 www.rtsallison.com

RELIABLE TRANSMISSION SERVICE - TEXAS, LLC

BECAUSE ALLISON IS ALL WE DO.

Invoice: **40R4256.02**
 Date / Hour: 1/29/2026 4:09:42PM
 Repair Order: 4256
 Customer: 10150
 Branch: HOU
 Total Invoice: \$1,155.85
 Charge
 Page 2 of 2

Bill To: CITY OF GROVES PUBLIC WORKS
 4901 MCKINLEY AVE
 GROVES, TX 77619

Ship To: CITY OF GROVES PUBLIC WORKS
 4901 MCKINLEY AVE
 GROVES, TX 77619
 Office Phone: 409-728-3954

<u>Work:</u>	<u>Shop:</u>		
Customer P/O: tbd		Open Date: 01/14/2026	Completion Date: 01/14/2026
Add User: vvillarreal		Salesperson:	
<u>Payment Method</u>	<u>Terms</u>	<u>Due Date</u>	
Charge	Net 30	2/28/2026	

PAID
 FEB 27 2026
 FINANCE

WARRANTY
 This remanufactured transmission/repair is warranted against defects in parts or workmanship for a period of two year with unlimited mileage unless otherwise stated.

**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

Please accept our appreciation and sincere "Thanks" for letting us serve you. Our goal is to attain 100% total customer satisfaction. Your comments about our performance are eagerly desired. Please advise us of how we may better serve you.

Signature: _____

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-41769

02/19/2026

ISSUED TO: VENDOR #: 01-20046
VULCAN CONSTRUCTION MATERIALS, LP
PO BOX 849131
DALLAS, TX 75284-9131

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
1.00	A-1 LIMESTONE BASE MATERI	01 -5-44-05-100	STREET MATERIALS	2,592.47	2,592.47
1.00	A-1 LIMESTONE BASE MATERI	11 -5-67-05-040	CONSTRUCTION MATERIALS	2,592.47	2,592.47
	A-1 LIMESTONE BASE MATERIALS - STREETS & UTILITIES PW STOCK PILE				

PAID
FEB 27 2026
FINANCE

RECEIVED
FEB 27 2026
FINANCE

*** TOTAL *** 5,184.94

ORDERED BY: J BREAUX

APPROVED BY: TROY W. FOXWORTH



SHIP TO:
McKinley Yard
4925 McKinley Ave
GROVES, TX, 77619

09-41770
37166

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:
Vulcan Construction Materials, LLC
PO Box 849131
Dallas, TX 75284-9131, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO:
INVOICE NO: 5599391
INVOICE DATE: 02/10/2026
INVOICE AMT: 5,184.94
ORDER: 2744523846
DUE DATE: 03/15/2026

INVOICE

SOLD TO:
CITY OF GROVES
PO BOX 846
GROVES TX 77619-0846

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT: \$5,184.94
TOTAL QUANTITY:	TOTAL LOADS:				0.00	4,482.66	
106.73	6.00				FEES:	702.28	
					0.00	0.00	

SALES REP		PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS	
Shaw Johnston		Joey						TE		NET 15th PROX - Payable in full by the 15th of each month following month of shipment	
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING		FDB			
5599391	02/10/2026		4092-141	BEAUMONT RAIL YARD	2744523846			DELIVER			

TICKET DETAIL						PRODUCT			FREIGHT			OTHER CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
02/06/2026	65912897	TRUX36749		15104012	A2 BASE	T	18.20	42.00	T	18.20	6.58				884.16
	65912914	TRUX36749		15104012	A2 BASE	T	18.02	42.00	T	18.02	6.58				875.41
	65912918	TRUX36749		15104012	A2 BASE	T	17.33	42.00	T	17.33	6.58				841.89
	65912933	TRUX36749		15104012	A2 BASE	T	17.95	42.00	T	17.95	6.58				872.01
	65912943	TRUX36749		15104012	A2 BASE	T	16.93	42.00	T	16.93	6.58				822.46
	65912953	TRUX36749		15104012	A2 BASE	T	18.30	42.00	T	18.30	6.58				889.01

PAID
 FEB 27 2026
 FINANCE

RECEIVED
 FEB 17 2026
 FINANCE

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
 Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.





Vulcan Construction Materials, LLC
 Beaumont Rail Yard
 1399 Carroll Street
 6am-4pm Mon-Fri
 BEAUMONT, TX 77701

DANGER



PELIGRO

Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la información de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completamente leída y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor información sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una versión de SDS electrónica está disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424

RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE Joey null 4099605703	
DATE 2/6/2026	TIME 1:24PM	PLANT 4092-141 Beaumont Rail Yard	Ticket No 65912953
Kil Fea			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: Joey		GOVT CONTRACT:	
ORDER: 2744523846 McKinley Yard 4925 McKinley Ave		DELIVERED Dispatch: 2915419			
DESTINATION: TRUX10538644 McKinley Yard 4925 McKinley Ave		ZONE/MILES			
PRODUCT: 15104012 A2 BASE					
COMMENTS: call contact					
TRUCK TRUX36749 Eskie Transport LLC		CARRIER SWTRUX01 TRUX INC		TRAILER ID NO	
LICENSE 40015N1 TRIAX DUMP		TARE DATE 01/13/2026		TRAILER ID NO	
FREIGHT TYPE L AXLES 0		TARE EXPIRE 02/12/2026			
GROSS LBS (Scale 1) 62,500	TARE LBS (Scale 0) 25,900	NET LBS 36,600	TONS 18.30	TONS TODAY 106.73	LOADS TODAY 6
GROSS KG 28,350	TARE KG 11,748	NET KG 16,601	NET MG 16.60	MG TODAY 96.82	IN PLANT 12:00 am
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGES	COD TOTAL	
TOTAL	MATERIAL	TAX	OTHER CHARGES	COD TOTAL	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

* P. T.

Vulcan Materials Company

Vulcan Construction Materials, LLC
 Beaumont Rail Yard
 1399 Carroll Street
 6am-4pm Mon-Fri
 BEAUMONT, TX 77701

DANGER



PELIGRO

Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la informacion de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completamente leida y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor informacion sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una version de SDS electronica esta disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424

RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE Joey null		4099605703
DATE 2/6/2026	TIME 12:08PM	PLANT 4092-141 Beaumont Rail Yard	Ticket No 65912943	
Kit Fea				

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 209715 CK#		CITY OF GROVES		CUSTOMER PURCHASE ORDER: Joey		GOVT CONTRACT:	
ORDER: 2744523846		McKinley Yard 4925 McKinley Ave		DELIVERED Dispatch: 2915419			
DESTINATION: TRUX10538644		McKinley Yard 4925 McKinley Ave		ZONE/MILES			
PRODUCT: 15104012 A2 BASE				PAID			
COMMENTS: call contact				FEB 27 2026			
TRUCK TRUX36749		Eskie Transport LLC		CARRIER: SWTRUX01 TRUX INC			
LICENSE 40015N1		TRIAX DUMP		TRAILER ID NO		TRAILER ID NO	
FREIGHT TYPE L		AXLES 0		TARE DATE 01/13/2026		TARE EXPIRE 02/12/2026	
GROSS LBS (Scale 1) 59,760		TARE LBS (Scale 0) 25,900		NET LBS 33,860		GROSS LEGAL WT 62,500	
				TONS 16.93		TONS TODAY 88.43	
				NET MG 15.36		MG TODAY 80.22	
				LOADS TODAY 5		IN PLANT 12:00 am	
				OUT OF PLANT 12:08PM			
CASH SALE PER TON		MATERIAL		HAUL		OTHER CHARGES	
TOTAL		MATERIAL		TAX		COD TOTAL	
FREIGHT TIME REPORT		ARRIVE JOB		START UNLOAD		FINISH UNLOAD	
				JOB TIME		DELAY TIME	

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

* P. T.



Vulcan Construction Materials, LLC
 Beaumont Rail Yard
 1399 Carroll Street
 6am-4pm Mon-Fri
 BEAUMONT, TX 77701

DANGER



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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE Joey null 4099605703	
DATE 2/6/2026	TIME 10:54AM	PLANT 4092-141 Beaumont Rail Yard	Ticket No 65912933
Kit Fea <i>Glen Boudoin</i>			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: Joey		GOVT CONTRACT:	
ORDER: 2744523846 McKinley Yard 4925 McKinley Ave		DELIVERED Dispatch: 2915419			
DESTINATION: TRUX10538644 McKinley Yard 4925 McKinley Ave		ZONE/MILES PAID			
PRODUCT: 15104012 A2 BASE		FEB 27 2026 FINANCE			
COMMENTS: call contact					
TRUCK TRUX36749 LICENSE 40015N1 FREIGHT TYPE L		Eskie Transport LLC TRIAX DUMP AXLES 0		CARRIER SWTRUX01 TRUX INC TRAILER ID NO TARE DATE 01/13/2026 TRAILER ID NO TARE EXPIRE 02/12/2026	
GROSS LBS (Scale 1) 61,800	TARE LBS (Scale 0) 25,900 *	NET LBS 35,900	TONS 17.95	TONS TODAY 71.50	LOADS TODAY 4
GROSS KG 28,032	TARE KG 11,748	NET KG 16,284	NET MG 16.28	MG TODAY 64.86	IN PLANT 12:00 am
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGES	COD TOTAL	
TOTAL	MATERIAL	TAX	OTHER CHARGES	COD TOTAL	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE Joey null		4099605703
DATE 2/6/2026	TIME 9:27AM	PLANT 4092-141 Beaumont Rail Yard	Ticket No 65912918	
Kit Fea				

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: Joey		GOVT CONTRACT:	
ORDER: 2744523846	McKinley Yard 4925 McKinley Ave		DELIVERED Dispatch: 2915419		
DESTINATION: TRUX10538644	McKinley Yard 4925 McKinley Ave		ZONE/MILES PAID		
PRODUCT: 15104012 A2 BASE			FEB 27 2026		
COMMENTS: call contact					
TRUCK TRUX36749 Eskie Transport LLC LICENSE 40015N1 TRIAX DUMP FREIGHT TYPE L AXLES 0			CARRIER SWTRUX01 TRUX INC TRAILER ID NO TRAILER ID NO TARE DATE 01/13/2026 TARE EXPIRE 02/12/2026		
GROSS LBS (Scale 1) 60,560	TARE LBS (Scale 0) 25,900 *	NET LBS 34,660	TONS 17.33	TONS TODAY 53.55	LOADS TODAY 3
GROSS KG 27,470	TARE KG 11,748	NET KG 15,722	NET MG 15.72	MG TODAY 48.58	IN PLANT 12:00 am
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGES	COD TOTAL	
TOTAL	MATERIAL		TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

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* P. T.



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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE Joey null 4099605703	
DATE 2/6/2026	TIME 8:05AM	PLANT 4092-141 Beaumont Rail Yard	Ticket No 65912914
Kit Fea			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: Joey		GOVT CONTRACT:		
ORDER: 2744523846 McKinley Yard 4925 McKinley Ave		DESTINATION: McKinley Yard 4925 McKinley Ave		DELIVERED Dispatch: 2915419		
PRODUCT: 15104012 A2 BASE		COMMENTS: call contact		<p>FEB 27 2026 FINANCE</p>		
TRUCK TRUX36749 Eskie Transport LLC LICENSE 40015N1 TRIAX DUMP FREIGHT TYPE L AXLES 0		CARRIER SWTRUX01 TRUX INC TRAILER ID NO TRAILER ID NO TARE DATE 01/13/2026 TARE EXPIRE 02/12/2026				
GROSS LBS (Scale 1) 61,940	TARE LBS (Scale 0) 25,900 *	NET LBS 36,040	TONS 18.02	TONS TODAY 36.22	LOADS TODAY 2	GROSS LEGAL WT 62,500
GROSS KG 28,096	TARE KG 11,748	NET KG 16,347	NET MG 16.35	MG TODAY 32.86	IN PLANT 12:00 am	OUT OF PLANT 8:05AM
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGES			
TOTAL	MATERIAL	TAX	OTHER CHARGES	COD TOTAL		
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME	

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* P. T.



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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE Joey null		4099605703	
DATE 2/6/2026	TIME 7:03AM	PLANT 4092-141 Beaumont Rail Yard	Ticket No 65912897		
Kit Fea					

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: Joey		GOVT CONTRACT:		
ORDER: 2744523846	McKinley Yard 4925 McKinley Ave		DELIVERED Dispatch: 2915419			
DESTINATION: TRUX10538644	McKinley Yard 4925 McKinley Ave		ZONE/MILES PAID			
PRODUCT: 15104012 A2 BASE			FEB 27 2026			
COMMENTS: call contact						
FINANCE						
TRUCK LICENSE FREIGHT TYPE	TRUX36749 40015N1 L	Eskie Transport LLC TRIAX DUMP AXLES 0	CARRIER TRAILER ID NO TARE DATE	SWTRUX01 TRUX INC TRAILER ID NO 01/13/2026	TARE EXP 02/12/2026	
GROSS LBS (Scale 1)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT
62,300	25,900 *	36,400	18.20	18.20	1	62,500
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT
28,259	11,748	16,511	16.51	16.51	12:00 am	7:03AM
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARG			
TOTAL	MATERIAL		TAX	OTHER CHARGES	COD TOTAL	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME	

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