



View Budget Amendment: Budget  
Amendment: FY2025 - Annual Budget Detail  
on 02/02/2026 : BAT-0000494

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Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000494
Amendment Date	02/02/2026
Description	25-202-0202-A; Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Transfer to Grant Match - Mandatory to fund Bolivar Beach & Dune Restoration Phase II.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1209 GOMESA Coastal Conservation Fund		Budgeted Reserves			\$0.00	\$425,000.00	25-202-0202-A; Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Transfer to Grant Match - Mandatory to fund Bolivar Beach & Dune Restoration Phase II.	
FY2025 Annual (FY25 Amended Budget)	5910000:Transfers Out - Operating	610100 Coastal Restoration and Conservation	1209 GOMESA Coastal Conservation Fund		Transfer to Grant Match-Mandatory			\$425,000.00	\$0.00	25-202-0202-A; Request transfer from GOMESA Coastal Conservation Fund - Budgeted Reserves to Coastal Restoration and Conservation - Transfer to Grant Match - Mandatory to fund Bolivar Beach & Dune Restoration Phase II.	

\$425K\_New\_Contract\_24-099-009-E385\_Galveston.pdf

File Name \$425K\_New\_Contract\_24-099-009-E385\_Galveston.pdf



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**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 01/15/2026 02:52:48 PM  
**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	01/20/2026 03:35:49 PM	01/21/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	01/20/2026 03:36:38 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		01/21/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	01/21/2026 05:51:42 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	01/22/2026 02:10:35 PM	01/23/2026	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	01/22/2026 02:23:29 PM	01/24/2026	Diana Hualpia Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		01/24/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		



## **GOMESA GRANT AGREEMENT CMP PROJECT OF SPECIAL MERIT GLO CONTRACT No. 24-099-009-E385**

The **GENERAL LAND OFFICE** (the “GLO”), an agency of the State of Texas, and **GALVESTON COUNTY** (“Grantee”), each a “Party” and collectively the “Parties,” enter into this grant agreement (the “Contract”) to provide funding made available to the State of Texas under the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”), and awarded pursuant to Texas Natural Resources Code, Chapter 33, for the implementation of a Coastal Management Program (“CMP”) Project of Special Merit, as approved by the Texas Land Commissioner and administered by the GLO.

### **ARTICLE I – GENERAL PROVISIONS**

#### **1.01 PURPOSE AND AUTHORITY**

The purpose of this Contract is to set forth the terms and conditions of this grant of state GOMESA funds from the GLO to Grantee to implement the CMP Project of Special Merit entitled, “Bolivar Beach Access Improvements Phase II” (the “Project”). This Contract is entered into pursuant to Texas Natural Resources Code Section 33.204(g), which authorizes the Texas Land Commissioner to award grants to projects that further the goals and policies of the CMP, and in accordance with the authorized uses and purposes set forth in GOMESA.

#### **1.02 CONTRACT DOCUMENTS**

This document and the following Attachments, which are incorporated herein in their entirety for all purposes, shall govern the Contract:

**ATTACHMENT A: WORK PLAN AND BUDGET**

**ATTACHMENT B: GENERAL AFFIRMATIONS**

#### **1.03 DEFINITIONS**

**“Administrative and Audit Regulations”** means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including the Texas Uniform Grant Management Standards and Texas Government Code, Chapter 321.

**“Amendment”** means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

**“Attachment”** means documents, terms, conditions, or additional information attached to this Contract following the execution page or incorporated by reference within the body of this Contract.

“Budget” means the budget for the Project funded by the Contract, in **Attachment A**.

“CMP Rules” means Title 31, Texas Administrative Code, Chapters 26-30.

“Comptroller” means the Texas Comptroller of Public Accounts.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference.

“Deliverables” means a unit or increment of work, including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission required to be delivered under the terms of this Contract.

“Equipment” means tangible personal property having a useful life of more than one year and an acquisition cost of **\$5,000.00** or more per unit.

“Event of Default” means the occurrence of any of the events set forth in **Section 3.03**.

“Fiscal Year” means the annual accounting period for the State of Texas, beginning September 1 and ending August 31 each year.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**.

“GOMESA” means the Gulf of Mexico Energy Security Act of 2006, Pub. L. 109-432, 120 Stat. 3000, 43 U.S.C. 1331 note.

“Grant Administrator” means the Director, Grant Programs, GLO Coastal Resources Division, or the Director’s designee.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Progress Reports” means written progress reports that must be received by the GLO, in accordance with the format and schedule specified in the Work Plan.

“Project” means the work and activities involved in the CMP Project of Special Merit funded under this Contract and further detailed in the Work Plan in **Attachment A**.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Real Property” means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment.

“Subcontractor” means an individual or business that contracts with Grantee to perform part of Grantee’s obligations under this Contract by providing goods or services within normal business operations that are ancillary to the Project.

“Sub-grantee” means an individual or entity that: enters into a subaward agreement with Grantee to perform part of Grantee’s substantive programmatic obligations under this

Contract using funds awarded under this Contract; and makes programmatic decisions, is responsible for adherence to grant program requirements, or otherwise carries out a program for the purposes specified in the authorizing statutes cited herein.

**“Travel Regulations”** means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement of travel expenses under this Contract, including Title 34, Texas Administrative Code, Section 5.22; Texas Government Code, Chapter 660; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

**“TxGMS”** means the Texas Grant Management Standards issued by the Comptroller.

**“U.S.C.”** means United States Code.

**“Work Plan”** means the statement of work for the Project, including any special conditions, in **Attachment A**.

#### **1.04 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including without limitation.”
- (d) Unless otherwise expressed provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Grantee shall use best efforts to achieve the timely performance of its obligations under Contract.

- (k) If the provisions of this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: Signed Contract; **Attachment A**; then **Attachment B**.
- (l) As needed, GLO shall, in its sole discretion, determine whether a given entity receiving funds through a subaward or subcontract under this Contract is classified as a Subcontractor or Sub-grantee. GLO shall make its determination in accordance with this Contract and applicable laws, regulations, and standards.

## **ARTICLE II – PROJECT GRANT AND SCOPE**

### **2.01 PROJECT GRANT**

Grantee submitted a CMP grant application to the GLO. The application was selected as a CMP Project of Special Merit eligible for a grant of GOMESA funds, as approved by the Texas Land Commissioner and as administered by the GLO. This Contract is entered into based on Grantee's application.

Subject to the terms and conditions of this Contract, the GLO agrees to provide GOMESA funds to Grantee, in an amount not to exceed **\$425,000.00**, payable as reimbursement of allowable expenses incurred by Grantee, to be used in strict accordance with the Budget in **Attachment A**. Any additional funds necessary for the completion of this Project are Grantee's responsibility. This Contract does not require Grantee to contribute matching funds.

**The GLO is not liable to Grantee for any expenses incurred by Grantee before the Effective Date of this Contract or after termination or expiration of this Contract.**

### **2.02 AWARD OFFER SUBJECT TO CANCELLATION**

If Grantee does not sign the Contract within sixty (60) days, the GLO may cancel award funding for the Project and rescind the Contract.

### **2.03 PROJECT SCOPE AND WORK PLAN**

- (a) Grantee shall perform the Project in strict accordance with the terms and conditions of this Contract and all provisions of the Work Plan, including any special conditions, set forth in **Attachment A**.
- (b) Grantee may request an amendment to the Work Plan or scope of the Project by submitting a written request and detailed justification to the Grant Administrator. If there are any costs included in the requested amendment that were not previously included in the Contract, Grantee is solely responsible for such costs it incurs while awaiting GLO approval.
- (c) Material changes to the Work Plan may be made only by an Amendment. Notwithstanding the preceding, the Grant Administrator may, without an Amendment:
  - (1) Approve changes to Deliverable due dates within the effective term of this Contract, in accordance with section 4.03; and
  - (2) Approve reallocations among Budget categories that do not increase or decrease the total Budget amount, in accordance with section 4.06.

## **2.04 AUTHORIZED USES OF GOMESA FUNDS**

Grantee represents and warrants that it will use all GOMESA funds provided under this Contract in accordance with all applicable federal and state laws and only for one or more of the following purposes: (a) projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) mitigation of damage to fish, wildlife, or natural resources; (c) implementation of a federally-approved marine, coastal, or comprehensive conservation management plan; or (d) mitigation of the impact of outer Continental Shelf (as that term is defined in 43 U.S.C. § 1331) activities through the funding of onshore infrastructure projects.

## **ARTICLE III – TERM, DEFAULT, TERMINATION**

### **3.01 DURATION**

- (a) This Contract's effective date (the "Effective Date") is May 1, 2025, or the first of the month after the date the Contract is signed by the last Party, if not signed prior to May 1, 2025.
- (b) This Contract is effective for an initial term (the "Initial Term") beginning on the Effective Date and expiring on the earlier of the date Grantee completes the Project, in the GLO's sole determination, or April 30, 2028. Upon the GLO's receipt of Grantee's written request and acceptable justification, the Parties may extend this Contract for up to two years, upon mutual written agreement. If Grantee fails to submit its extension request to the GLO at least ninety (90) days before the Contract's then-current expiration date, the GLO may choose not to extend the Contract.
- (c) Grantee shall make every effort to complete the Project within the Initial Term. Grantee's failure to complete the Project within the Initial Term may result in a negative score under the Past Project Performance criterion on the CMP score sheet in future grant application submissions.
- (d) **Grantee may not perform work or incur costs before the Effective Date or after the Contract's termination or expiration. The GLO will not reimburse Grantee for costs incurred or work performed before the Effective Date or after the Contract's termination or expiration.**

### **3.02 EARLY TERMINATION**

The GLO may terminate this Contract by giving Grantee written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Grantee shall cease work, terminate all subcontracts and subaward agreements, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

### **3.03 EVENTS OF DEFAULT**

Each of the following events constitutes an Event of Default under this Contract: (i) Grantee fails to comply with any term, condition, covenant, or provision contained in this Contract or fails to comply with applicable federal, state, or local law or regulation; (ii)

Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) Grantee makes a materially incorrect, false, or misleading representation in this Contract, the Work Plan, any reimbursement request, any report submitted to the GLO, or any other document related to the Project or Contract. The GLO may terminate the Contract without further notice, when the Grantee has received written notice of such abandonment or default from the GLO and has failed to cure the abandonment or default within 10 days after the date of such notice. If the abandonment or Event of Default is incurable, the GLO may terminate the Contract effective immediately upon written notice to Grantee. Such termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

### **3.04 REMEDIES; NO WAIVER**

Upon the occurrence of any Event of Default, the GLO may avail itself of any legal or equitable remedy available to it. The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing upon the occurrence of an Event of Default. Any failure by the GLO to insist at any time upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy as provided in this Contract shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to another Event of Default.

## **ARTICLE IV – GRANT ADMINISTRATION**

### **4.01 SUBMISSIONS AND FORMS**

Except for legal notices that must be sent pursuant to **Section 9.09**, Grantee shall submit all written reports, forms, requests, and deliverables under this Contract in electronic format to the Grant Administrator at [cmpreceipts@glo.texas.gov](mailto:cmpreceipts@glo.texas.gov).

Standard forms that Grantee must use for submissions to the Grant Administrator are available at <https://www.glo.texas.gov/coastal/protecting-coast/funding-opportunities>. As the standard forms are updated from time to time, Grantee should periodically check the website for updated forms. Grantee is responsible for using the proper forms.

If there is not a standard form for a particular request allowed under this Contract, Grantee may submit the request in writing via email to the Grant Administrator for GLO review and approval. The request must include the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. The Grant Administrator will notify Grantee in writing if the request is approved.

### **4.02 PROGRESS REPORTS**

Grantee shall submit periodic Progress Reports on a monthly or quarterly basis, as required in **Attachment A** and commencing on the date specified therein. Monthly reporting must be submitted on or before the 10th day of each calendar month during the term of this Contract. Quarterly reporting must be submitted on or before the 10th day of each calendar quarter during the term of this Contract. Grantee must submit Progress Reports using the **Progress Report Form**.

Progress Reports must include the following:

- (a) a brief statement of the overall progress since the preceding Progress Report of each task identified on the Work Plan;
- (b) a brief description of any problems encountered during the previous reporting period that will affect the Work Plan, delay the completion of any portion of this Contract, or inhibit the completion of or cause a change in any Work Plan objective;
- (c) a description of any action Grantee plans to undertake to correct any problems that have been encountered; and
- (d) a current personnel eligibility list.

Grantee must submit a **GOMESA Performance Measures Form** upon completion of the Project.

#### **4.03 DELIVERABLES**

Grantee shall electronically submit the Deliverables set forth in the Work Plan in **Attachment A**, in the time and manner specified therein, to the Grant Administrator. The GLO may require Grantee to conform any data presentation or product funded under this Contract to reflect GLO comments.

Grantee may request changes to Deliverable due dates by submitting a written request and detailed justification to the Grant Administrator for GLO review and approval or denial. Deliverable due date change requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. The Grant Administrator shall include copies of all Deliverable due date change requests, approvals, and denials in the GLO's project file.

#### **4.04 REIMBURSEMENT REQUESTS**

Except for its final reimbursement request, Grantee shall submit reimbursement requests either monthly or quarterly, as required in **Attachment A**, on or before the 10th day of the month or quarter, as applicable.

Reimbursement requests must:

- (a) prominently display "GLO Contract No. **24-099-009-E385**";
- (b) be submitted to [cmpreceipts@glo.texas.gov](mailto:cmpreceipts@glo.texas.gov) on the GLO standard form;
- (c) be supported by an invoice detailing each expense by Budget category in accordance with the Budget in **Attachment A**;
- (d) include a timesheet or a payroll clearing account spreadsheet; and
- (e) provide such other information as the GLO may request.

Grantee's failure to submit reimbursement requests as instructed in this section may significantly delay reimbursement. Reimbursement requests must be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. If no Contract expenses have been incurred in a given period, Grantee must submit a zero-dollar (\$0.00) invoice.

Grantee's indirect costs may not exceed the amount for such costs set forth in **Attachment A**. Grantee may not charge "other operating costs" (including administrative costs, computer usage fees, etc.) in addition to indirect costs, as such costs are already included in the calculation to determine Grantee's indirect cost rate.

Except for its final reimbursement request, Grantee must submit reimbursement requests no later than ninety (90) days from the date Grantee incurs the expenses listed therein. Grantee must submit its final reimbursement request within ninety (90) days from the date Grantee incurs its last reimbursable Project expense. The GLO may deny reimbursement requests Grantee fails to submit in a timely manner.

The GLO may deny reimbursement requests if Grantee fails to submit Deliverables or Progress Reports by their due dates. If the GLO denies reimbursement, Grantee shall resubmit the invoice after the date the overdue Deliverable or Progress Report is submitted.

#### **4.05 TRAVEL EXPENSES**

The GLO will only reimburse travel expenses directly attributable to Grantee's performance under this Contract at the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **The GLO will not reimburse Grantee for travel expenses of any kind without prior written GLO approval.**

**Grantee understands and acknowledges that any travel expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Grantee must submit itemized receipts to support any request for travel expense reimbursement.**

#### **4.06 BUDGET VARIANCE**

Grantee may request reallocations among Budget categories by submitting a **Budget Amendment Form** and written justification to the Grant Administrator. Such reallocations may not increase or decrease the total Budget amount and will be effective only upon GLO approval. The Grant Administrator will notify Grantee in writing if the request is approved or denied. Reallocation requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. The Grant Administrator shall include copies of all reallocation requests, approvals, and denials in the GLO's project file.

To request any budget changes increasing or decreasing the total Budget amount, Grantee shall submit written justification to the Grant Administrator. If approved, the budget change shall be incorporated through a formal, written Amendment to the Contract as mutually agreed to by the Parties.

**Grantee shall submit to the Grant Administrator a final, actual Budget no later than sixty (60) days following the expiration or termination date of the Contract.**

#### **4.07 WITHHOLDING**

To ensure full performance of the Project, the GLO may withhold an amount equal to five percent (5%) of the Budget until Grantee's submittal of all required Deliverables, and the GLO's approval, as necessary for the completion of the Project. The GLO shall

make a final disbursement only upon receipt of documentation sufficient to demonstrate Grantee has completed the Project in accordance with the Work Plan in **Attachment A** and fulfilled all requirements of the Contract.

#### **4.08 EQUIPMENT**

Equipment purchases must be directly related to a GOMESA authorized use and must comply with all applicable laws, rules, and regulations. Grantee may not purchase any Equipment without the GLO's prior written approval. The GLO may require a lease versus purchase analysis prior to equipment purchase. Following Project completion and only upon the GLO's written request, Grantee shall transfer to the GLO possession of all Equipment listed in the written request. Title to the listed Equipment shall transfer to the GLO upon the GLO's receipt of the Equipment. Grantee shall retain title to and possession of any Equipment unless and until transferred to the GLO. Grantee shall furnish, with its final reimbursement request, a list of all Equipment purchased with funds under the Contract, including the name of the manufacturer, model number, and serial number. The disposition of any Equipment shall be in accordance with TxGMS.

#### **4.09 AUDIT COMPLIANCE**

If Grantee expends more than \$750,000.00 in state awards during its fiscal year, Grantee must have either a financial audit or a program-specific audit conducted for that year in accordance with TxGMS. At its discretion, the GLO may also accept a federal single audit of the Grantee prepared in compliance with Title 2, Code of Federal Regulations, Part 200, if the GLO determines that the federal single audit sufficiently addresses internal controls and other grant requirements as they relate to this state award. The GLO will also accept a state single audit or coordinated audit that has been conducted in accordance with Section 783.008 of the Texas Government Code and TxGMS. If applicable, Grantee shall complete and return the Audit Reporting Form no later than September 1 of each year until the Contract is terminated. The Audit Reporting Form may be downloaded at: <https://www.glo.texas.gov/coastal/protecting-coast/funding-opportunities>.

#### **4.10 REAL PROPERTY**

Acquisition of real property is not authorized under this Contract.

#### **4.11 ADDITIONAL GRANT COMPLIANCE REQUIREMENTS**

Grantee shall comply with all applicable state and federal laws, rules, regulations, and terms and conditions relating to grant administration. Grantee understands and agrees to the terms included in the Attachments and all other terms in this Contract that require assurances, affirmations, acknowledgments, actions, activities, and special conditions to fulfill state and federal legal requirements. The information included in this Contract is current as of its effective date. However, Grantee shall ensure it complies with applicable legal requirements identified in the Attachments and all other applicable laws, rules, and regulations at all times

### **ARTICLE V – STATE FUNDING AND GRANT MANAGEMENT STANDARDS**

#### **5.01 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas

Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated and the Parties discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Any claim by Grantee for damages under this Contract may not exceed the amount due and owing Grantee or the amount of funds appropriated for payment, but not yet paid to Grantee, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

## **5.02 GENERAL AFFIRMATIONS**

To the extent they apply, Grantee certifies it has reviewed the General Affirmations in **Attachment B** and that Grantee is in compliance with all the requirements set forth therein.

## **5.03 RECAPTURE OF FUNDS**

The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and Grantee must reimburse, any payments made by the GLO that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, and regulations; (iii) are otherwise inconsistent with the terms and conditions of this Contract, including any unapproved expenditures. **This recapture provision applies to any expenditures by Grantee that are not consistent with one of the authorized uses of GOMESA funds set forth in Section 2.04.**

## **5.04 OVERPAYMENT**

Grantee shall be liable to the GLO for any costs disallowed pursuant to any financial or compliance audits of funds received under this Contract. Grantee shall reimburse such disallowed costs from funds which were not provided or otherwise made available to Grantee under this Contract.

## **5.05 COMPLIANCE WITH TxGMS**

Grantee must comply with, and ensure each Sub-grantee complies with, the provisions of TxGMS that apply to local government grantees, notwithstanding the definition of “local government” in Section 783.003(3) of the Texas Government Code, except that a nonprofit organization or institution of higher education may comply with the alternate provisions specific to that type of entity where specified in TxGMS.

# **ARTICLE VI – INTELLECTUAL PROPERTY**

## **6.01 OWNERSHIP**

The GLO and Grantee shall jointly own, without limitation, all right, title, and interest in and to all reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed under this Contract with each Party having an unlimited right to access and use, and authorize or license third parties to

access and use, all such information and materials without the necessity of obtaining authorization from the other Party and without expense, charge, or accounting to the other Party.

## **6.02 INTELLECTUAL PROPERTY**

- (a) The GLO and Grantee shall retain, both during and after the term of this Contract, exclusive ownership of all rights, title, and interest in and to, their respective pre-existing Intellectual Property as of the effective date of this Contract. This Contract will not be interpreted or deemed as causing the parties to become joint owners of any such pre-existing Intellectual Property.
- (b) The GLO and the State of Texas each has the right to use, reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes all reports, drafts of reports, data, drawings, computer programs, codes and any other work associated with this Contract, and exercise any intellectual property rights, without obtaining authorization from the other Party and without expense, charge, or accounting to the other Party
- (c) The Grantee may obtain intellectual property rights for any work that is subject to intellectual property rights and was developed, or for which ownership was purchased, under this Contract, only if the GLO and the State of Texas each are granted a worldwide, royalty free, non-exclusive, fully paid-up, and irrevocable license to reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes all reports, drafts of reports, data, drawings, computer programs, codes and or any other work associated with this Contract.
- (d) Grantee must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO and the State of Texas herein without any charge or expense beyond the stated amount payable to QPP for the work authorized under this Contract.
- (e) The Contract in no way creates an obligation on behalf of the GLO or the State of Texas to obtain or enforce any intellectual property right that may be created under this Contract.

## **6.03 NON-ENDORSEMENT**

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or government employee endorsement of a product, service, or position that Grantee represents. No release of information relating to this Project may state or imply that the GLO or the State of Texas approves of Grantee's work products or considers Grantee's work product to be superior to other products or services.

## **ARTICLE VII – ACKNOWLEDGMENTS, PUBLICATIONS, AND SIGNAGE**

### **7.01 ACKNOWLEDGEMENT**

Grantee is required to inform the public that the Project is funded, in whole or in part, by a state grant of Gulf of Mexico Energy Security Act of 2006 funding awarded under the Texas Coastal Management Program. Acknowledgement of the source of funding may take many forms (e.g., signage or written acknowledgement in a Project publication or website) as set forth herein, or as otherwise approved in writing by the Grant Administrator.

### **7.02 PUBLICATIONS**

If Grantee publishes any reports, papers, products in electronic format, or other materials based on or developed in whole or in part as a result of this Contract, Grantee shall ensure that such documents, products, and other materials bear the following statement, as well as the GLO and CMP logos, on the cover or first page:

“This (publication/report/paper/website) was funded (in whole/part) through a grant from the Texas General Land Office (GLO) providing Gulf of Mexico Energy Security Act of 2006 funding made available to the State of Texas and awarded under the Texas Coastal Management Program. The views contained herein are those of the authors and should not be interpreted as representing the views of the GLO or the State of Texas.”

### **7.03 SIGNAGE**

If the Project funded under this Contract includes the construction of facilities or other permanent improvements, Grantee shall erect temporary signs during the construction phase of such facilities or improvements. Signs must include the GLO and CMP logos and contain the following language:

“This project was funded in part through a grant from the Texas General Land Office providing Gulf of Mexico Energy Security Act of 2006 funding made available to the State of Texas and awarded under the Texas Coastal Management Program.”

At the completion of construction, Grantee shall replace the temporary signs with permanent signs approved by the GLO. Grantee must erect permanent signs for projects that include land acquisition.

## **ARTICLE VIII – RECORDS, AUDIT, RETENTION, AND DISCLOSURE**

### **8.01 BOOKS AND RECORDS**

Grantee shall keep and maintain, or cause to be kept or maintained, under GAAP or GASB (as applicable) full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor’s Office, and/or their authorized representatives sufficient information to determine Grantee’s compliance with this Contract and all applicable laws, rules, and regulations.

### **8.02 INSPECTION AND AUDIT**

- (a) All records related to this Contract (including records of Grantee and its Subcontractors and Sub-grantees) shall be subject to the Administrative and Audit Regulations.

- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract or subaward agreement under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract or subaward agreement under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors or Sub-grantees through Grantee and the requirement to cooperate is included in any subcontract or subaward agreement it awards.
- (c) State agencies authorized to audit and inspect Grantee, its records, its Subcontractors, its Subcontractors' records, its Sub-grantees, and its Sub-grantees' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees.

#### **8.03 PERIOD OF RETENTION**

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved. The GLO reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to the GLO's custody when the GLO determines the records possess longer-term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

#### **8.04 CONFIDENTIALITY**

To the extent permitted by law, Grantee and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Grantee or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Grantee or the GLO; or (c) information that Grantee or the GLO is otherwise required to keep confidential by this Contract. Grantee must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

#### **8.05 PUBLIC RECORDS**

The GLO shall post this Contract to the GLO's website. Grantee understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in

connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Grantee believes to be excepted from disclosure as “confidential” or a “trade secret,” Grantee waives any and all claims it may make against the GLO for releasing such information without prior notice to Grantee. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Grantee shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Grantee shall forward the third party’s contact information to the above-designated e-mail address.

## **ARTICLE IX – MISCELLANEOUS PROVISIONS**

### **9.01    LEGAL OBLIGATIONS**

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee for the performance of this Contract. Grantee shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall pay all such government obligations not paid by its Subcontractors or Sub-grantees during performance of this Contract. Grantee shall not commence construction of the Project until it has obtained the requisite licenses and/or permits. Grantee shall include copies of such licenses and permits as a part of the Progress Report, as defined in this Contract, for the period during which they are obtained.

### **9.02    TAXES, WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE**

- (a)    Grantee shall be solely liable and responsible for payment of Grantee’s and Grantee’s employees’ taxes of whatever kind, arising out of the execution or performance of the Contract. Grantee shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers’ compensation. The GLO and the State of Texas shall not be liable to Grantee or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers’ compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b)    To the extent permitted by law, Grantee shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers’ compensation in the execution or performance of the Contract. Grantee and the GLO shall furnish timely written notice to each other of any such claim. Grantee shall be

liable to pay all costs of defense including attorneys' fees. Grantee shall coordinate its defense with the Office of the Attorney General if the GLO or another Texas state agency is named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

### **9.03 INDEMNITY**

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

### **9.04 ASSIGNMENT, SUBCONTRACTS, SUBAWARD AGREEMENTS, AND PROCUREMENT PROCEDURES**

- (a) Grantee shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO, and any attempted or purported assignment, transfer, or delegation thereof without such consent shall be null and void. Notwithstanding this provision, it is mutually understood and agreed that Grantee may enter into subcontracts and subaward agreements with others for some or all of the work to be performed. In no event may Grantee delegate or transfer its responsibility for use of the funds under this Contract.
- (b) Grantee is responsible for upholding the integrity of the procurement process and must comply with all applicable procurement procedures and standards as required by state law and regulation and TxGMS, including provisions relating to conflict of interest standards and procurement by noncompetitive proposals. In any subaward, Grantee shall require the Sub-grantee to comply with all applicable procurement procedures and standards required by state law or regulation and with TxGMS procurement procedures and standards applicable to a local government grantee, notwithstanding the definition of "local government" in Section 783.003(3) of the Texas Government Code, except that if a Sub-grantee is a nonprofit organization or an institution of higher education, that Sub-grantee may comply with the alternate provisions specific to that type of entity where specified in TxGMS.
- (c) In any approved subcontracts or subaward agreements, Grantee shall legally bind any such Subcontractors or Sub-grantees to perform, and make such Subcontractors or Sub-grantees subject to, all applicable duties, requirements, and obligations of Grantee as specified in this Contract and TxGMS, including applicable procurement procedures and standards. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that Grantee and/or any of its Subcontractors or Sub-grantees complies with all applicable terms and conditions of this Contract and TxGMS. **Grantee must submit a copy of each subcontract and subaward agreement to the GLO within ten (10) business days after execution.**

## **9.05 RELATIONSHIP OF THE PARTIES**

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract. Grantee is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party. Grantee shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to State of Texas employees; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

## **9.06 COMPLIANCE WITH CMP RULES**

If the Project is located within the coastal zone established under Texas Natural Resources Code, Chapter 33, Grantee shall implement the Project in compliance with the CMP Rules and shall ensure that the performance of all Subcontractors and Sub-grantees is in compliance therewith.

## **9.07 COMPLIANCE WITH OTHER LAWS**

In its performance under this Contract, Grantee shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Grantee is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

## **9.08 HISTORICALLY UNDERUTILIZED BUSINESSES**

In accordance with State law, it is the GLO's policy to assist Historically Underutilized Businesses ("HUBs") whenever possible, to participate in providing goods and services to the GLO. The GLO encourages Grantee to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling Grantee's performance under the Contract. The GLO encourages Grantees to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. More information on this program is available on the Comptroller's website.

## **9.09 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the U.S. mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **GLO:**

Texas General Land Office  
1700 N. Congress Avenue, Mail Code 158  
Austin, TX 78701  
Attention: Contract Management Department

With a copy to:  
Texas General Land Office  
1700 N. Congress Avenue, Room 330  
Austin, TX 78701  
Attention: CMP Grant Administrator

**Grantee:**  
Galveston County  
722 Moody Avenue  
Galveston, TX 77550  
Attention: County Judge

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

#### **9.10 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction, the laying of venue, or based on forum non conveniens, which it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO, GRANTEE, OR THE STATE OF TEXAS.**

#### **9.11 SEVERABILITY**

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### **9.12 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule or regulation, Grantee shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Grantee to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR GRANTEE.**

#### **9.13 INFRINGEMENT**

If Grantee becomes aware of an actual or potential claim of infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract, or the GLO

provides Grantee with notice of such claim, Grantee may (or in the case of an injunction against the GLO, shall), at Grantee's sole option and expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

#### **9.14 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either Party, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may, at its sole discretion, terminate this Contract immediately upon written notification to Grantee.

#### **9.15 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract and its Attachments constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachments shall be harmonized with this Contract to the extent possible. Unless an Attachment specifically displays a mutual intent to amend part of this Contract, conflicts in language shall be construed consistently with the terms of this Contract. Except as otherwise provided herein, this Contract may only be amended by a mutual, written agreement executed by the Parties' authorized representatives.

#### **9.16 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the grant application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the application and to provide such additional information as may be required.

#### **9.17 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

## **9.18 CHILD SUPPORT OBLIGATION**

Grantee represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require Sub-grantees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

## **9.19 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)**

If Grantee is a local government as defined in Chapter 2054 of the Texas Government Code, Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

## **9.20 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

If Grantee is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

## **9.21 LAW ENFORCEMENT AGENCY GRANT RESTRICTION**

If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless Grantee is in compliance with all rules adopted by the Texas Commission on Law Enforcement ("TCOLE"), or TCOLE certifies that it is in the process of achieving compliance with such rules.

## **9.22 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT**

Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government, as defined in the Texas General Appropriations Act, Article IX, Section 4.04 (2022-2023 Biennium), unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2 and 3 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

## **9.23 LOBBYING EXPENDITURE RESTRICTION**

Grantee represents and warrants that the GLO's payments to Grantee and Grantee's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

## **9.24 NO CONFLICTS OF INTEREST**

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

## **9.25 OPEN MEETINGS**

If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

## **9.26 POLITICAL POLLING PROHIBITION**

Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

## **9.27 PUBLIC CAMPING BAN**

If Grantee is a local entity as defined in Chapter 364 of the Texas Local Government Code, Grantee certifies that it has not received a final judicial determination finding that it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Texas Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this section at any point during the duration of this Contract, Grantee must immediately disclose the lawsuit and its current posture to the GLO.

## **9.28 REPORTING COMPLIANCE**

Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

## **9.29 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT**

Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

### **9.30 SUBAWARD AND SUBCONTRACT MONITORING**

Grantee represents and warrants that it will monitor the activities of any Sub-grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Grantee represents and warrants that it will monitor the activities of any Subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

### **9.31 SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Contract relating to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; project grant; authorized uses of GOMESA funds; state funding; general affirmations; recapture; overpayment; intellectual property; ownership and use; copyright; non-endorsement; grant acknowledgment; publications; signage; books and records; inspection and audit; records retention; confidentiality; public records; indemnification; infringement; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; and entire contract and modifications. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT No. 24-099-009-E385**

**GENERAL LAND OFFICE**

Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: \_\_\_\_\_

OGC 

PM 

DIR 

DD 

SDD 

DGC 

GC 

DCC 

**GALVESTON COUNTY**

By: Mark Henry

Title: County Judge

Date of execution: \_\_\_\_\_

**ATTACHMENTS TO THIS CONTRACT:**

**ATTACHMENT A: WORK PLAN AND BUDGET**

**ATTACHMENT B: GENERAL AFFIRMATIONS**

**ATTACHMENTS FOLLOW**

## WORK PLAN AND BUDGET

**Project Name:** Bolivar Beach Access Improvement - Phase II (“Project”)

**Grantee:** Galveston County (“Grantee”)

**Reporting Frequency:** Monthly

**Contact:** Julie Walker

**Project Description:**

Bolivar Peninsula is 30 miles long but has limited beach access amenities. Galveston County gained ownership of hundreds of lots on the beach side of State Highway 87 because of a post-Hurricane Ike buyout program. In 2019, Galveston County constructed a large restroom facility near the Noble Carl area and now many families have chosen this area for their daily beach activities. Because of the popularity of this facility, the County hopes to construct another park that is available to the public but also hurricane ready. Galveston County used Cycle 28 Coastal Management Program (CMP) funds to design several amenities at Bolivar Beach Park.

The Grantee will use CMP Cycle 29 Gulf of Mexico Energy Security Act (GOMESA) funds to construct several amenities at a Bolivar Beach Park. The amenities include: a dune walkover, one mile trail, a permanent restroom facility, an educational kiosk, and six picnic tables with removable shade structures. The Grantee will ensure the dune walkover, restroom, and trail are certified as compliant with Texas Accessibility Standards (TAS) by a Registered Accessibility Specialist. The park amenities will be hurricane ready. The restroom will meet the standards for the gulf-facing location. The removable shade structures will be able to withstand the everyday wind coming off the Gulf and will be removed if Galveston County is within the path of a projected storm. The Grantee will ensure the educational kiosk includes information on native wildlife and fish, ways to protect the Gulf of Mexico waters, and endangered species and what to do if sighted.

**Project Budget:**

	<b>GOMESA</b>
Salaries	\$0.00
Fringe	\$0.00
Travel	\$0.00
Supplies	\$0.00
Equipment	\$0.00
Contractual	\$425,000.00
Other	\$0.00
<b>Subtotal</b>	<b>\$425,000.00</b>
Indirect	\$0.00
<b>Total</b>	<b>\$425,000.00</b>

**Special Award Conditions:**

1. Grantee must complete this Project as described in the Contract and the Work Plan.
2. Grantee must ensure the CMP and GLO logos, including appropriate acknowledgment statement, are printed on education/outreach materials, signs, final reports and/or publications, and other applicable materials.
3. The Grantee must coordinate and receive written approval from the GLO prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this Project.
4. If cultural materials are encountered during construction or disturbance activities, the Grantee will cease work in the immediate area and contact the Texas Historical Commission's Archeology Division to consult on further actions that may be necessary to protect the cultural remains. The Grantee may continue construction in areas where no cultural materials are present.
5. If unanticipated effects on historic properties are found, the Grantee will cease work in the immediate area and contact the Texas Historical Commission's Division of Architecture. The Grantee may continue work where no historic properties are present.

**Task 1: Permits**

The Grantee is required to obtain a Beachfront Construction Certificate and Dune Protection permit (BCC/DPP) prior to the commencement of construction. Although the Grantee should have obtained the BCC/DPP in Phase I, the Grantee would be required to obtain a new or amended BCC/DPP under the following conditions: (1) if the acquired BCC/DPP expires; or (2) there is a

change in project design, construction materials, construction methods, or condition of the construction site after the BCC/ DPP has been issued. Therefore, the Grantee will confirm with the GLO's Beach Dune that the BCC/DPP obtained under Phase I is sufficient.

**Task 1 Deliverables:**

1. GLO Beach Dune Program correspondence confirming BCC/DPP compliance  
**Due Date: 01/31/2026**

**Task 2: Construction**

The Grantee will solicit a construction contractor ("Contractor") to construct the dune walkover, one mile trail, a permanent ADA-compliant restroom, an educational kiosk, and six picnic tables with removable shade structures. The Grantee will publish a Request for Proposals (RFP) in the newspaper two weeks in a row. The Grantee will host a pre-construction meeting at the project site before the RFP due date. The Grantee will complete a bid tabulation and execute a contract with the Contractor. A Registered Accessibility Specialist must certify the dune walkover, restroom, and trail are compliant with Texas Accessibility Standards (TAS). The Grantee will complete the required mitigation plan in compliance with the DPP.

**Task 2 Deliverables:**

1. Construction bid package, including technical specifications and construction renderings  
**Due Date: 03/31/2026**
2. Proof of advertisements  
**Due Date: 04/30/2026**
3. Bid tabulation  
**Due Date: 06/30/2026**
4. Executed construction contract (Contractor)  
**Due Date: 09/30/2026**
5. Before, during, and after photos of all constructed amenities  
**Due Date: 02/28/2027**
6. As Built Plans  
**Due Date: 02/28/2027**
7. TAS certification of construction  
**Due Date: 02/28/2027**
8. Completion of sand placement and dune vegetation planting portions of the mitigation plan  
**Due Date: 02/28/2027**
9. One-year post-mitigation and compensation survey and if complete at a 1:1 ratio, GLO notification of mitigation and compensation completion  
**Due Date: 02/28/2028**

### **Task 3: Sign Installation**

The Grantee will ensure the educational kiosk includes information on native wildlife and fish, ways to protect the Gulf of Mexico waters, and endangered species and what to do if sighted. The Grantee will submit a draft layout of the educational kiosk signage to the GLO for review before printing the signage. The Grantee will install temporary CMP signage at the site during construction. The GLO will provide permanent CMP signage, which the Grantee will install at the project site following construction.

#### **Task 3 Deliverables:**

1. Photos of installed temporary CMP signage  
**Due Date: 10/30/2026**
2. Draft layout of educational kiosk signage  
**Due Date: 10/30/2026**
3. Photos of installed kiosk signage  
**Due Date: 02/28/2027**
4. Photos of installed permanent CMP signage  
**Due Date: 02/28/2027**

### **Task 4: Project Monitoring & Reporting**

The Grantee will prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to [CMPreceipts@GLO.TEXAS.GOV](mailto:CMPreceipts@GLO.TEXAS.GOV). Monthly progress reports and requests for reimbursement are due to CMPreceipts@GLO.TEXAS.GOV on the 10th day of every month of the year. The final report will summarize the work completed under each task and photos of the completed Project.

#### **Task 4 Deliverables:**

1. Monthly progress reports and requests for reimbursement  
**Due Date: Ongoing until 4/30/2028**
2. Draft final report  
**Due Date: 4/15/2028**
3. Final report  
**Due Date: 4/30/2028**
4. Project closeout form  
**Due Date: 4/30/2028**

#### **Performance Evaluation:**

CMP staff will conduct bi-annual performance evaluations of Grantees to examine project progress and adherence to the 3-year completion timeline. Evaluations will be conducted under the following terms.

- 6-Month Evaluation
  - Grantees that did not submit the initial progress report and reimbursement request and do not show progress toward establishing the framework of their project will be identified by the CMP project manager (PM).
- 1-Year Evaluation
  - If it appears the project is behind or is making insufficient progress, i.e. deliverables and reporting are late, the CMP PM will contact the Grantee via phone or email to revise deliverable due dates and determine a method for getting the project completed within the remaining 2-year timeframe.
- 1.5-Year Evaluation
  - If a project had late reporting or deliverables at the previous two (2) check points, they will be placed on a Performance Improvement Plan (PIP).
    - This will include more frequent check-ins with the CMP PM and a revised deliverable schedule with deliverables broken down into smaller subcomponents.
  - Reimbursement requests will be held for payment until the PIP is in place.
- 2-Year Evaluation
  - Projects not adhering to the PIP and not demonstrating significant efforts to correct compliance issues will be considered for termination and a Notice of Deficiency will be issued to the project's Authorizing Official.
  - Grantees can request a one (1) time extension.
  - Reimbursement requests will be withheld upon all outstanding documents are received.
- 2.5-Year Evaluation
  - Projects with PIPs will be closely examined to ensure the performance plan is being adhered to and the project is on track.
  - If the PIP has been significantly violated, the project may be terminated.
  - Reimbursement requests will be withheld upon all outstanding documents are received.
- 3-Year Evaluation
  - All projects must be complete. Incomplete projects may be terminated.

**GENERAL AFFIRMATIONS**

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

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

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

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

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The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Grantee seeks as damages; and (3) the legal theory of recovery.

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

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Grantee verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Grantee understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

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

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

EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, GRANTEE, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO GRANTEE'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO GRANTEE, OR ANY OTHER ENTITY OVER WHICH GRANTEE EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
26. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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

27. Grantee has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Grantee certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Grantee and legally empowered to contractually bind Grantee to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Grantee shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*
31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the

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Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Grantee certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Grantee certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Grantee within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Grantee understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file ("pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Grantee believes to be excepted from disclosure as "confidential" or a "trade secret," Grantee waives any and all claims it may make against the GLO for releasing such information without prior notice to Grantee. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Grantee shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Grantee shall forward the third party's contact information to the above-designated e-mail address.
36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to

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enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantee must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.

37. If Grantee, in its performance of the Contract, has access to a state computer system or database, Grantee must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Grantee must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Grantee must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Grantee certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Grantee certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Grantee's business. Grantee acknowledges that such a vaccine or recovery requirement would make Grantee ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Grantee certifies that neither it nor its parent company, nor any affiliate of Grantee or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
41. If Grantee is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Grantee verifies that Grantee does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Grantee does not make that verification, Grantee must notify the GLO and state why the verification is not required.\*
42. If Grantee is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Grantee verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Grantee does not make that verification, Grantee must notify the GLO and state why the verification is not required.\*
43. If Grantee is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Grantee will play the United States national anthem at the beginning of each team sporting event held at Grantee's home venue or other venue controlled by Grantee for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Grantee to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Grantee may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

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44. To the extent Section 552.371 of the Texas Government Code applies to Grantee and the Contract, in accordance with Section 552.372 of the Texas Government Code, Grantee must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Grantee's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Grantee's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Grantee agrees that the Contract may be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Grantee, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Grantee compiled in connection with its performance under the Contract.\*
46. If subject to 2 C.F.R. 200.216, Grantee shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Grantee uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
48. If subject to 2 C.F.R. 200.217, Grantee shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Grantee shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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## Certificate Of Completion

Envelope Id: AE56E731-9E51-4CE2-A827-7B3D547FE5F9

Status: Sent

Subject: \$425K New Contract: 24-099-009-E385 Galveston County (Texas GLO)

Source Envelope:

Document Pages: 40

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 8

Sandra Radosavljevic

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1700 Congress Ave

EnvelopeD Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

sandra.radosavljevic@glo.texas.gov

IP Address: 170.39.89.226

## Record Tracking

Status: Original

Holder: Sandra Radosavljevic

Location: DocuSign

3/14/2025 7:17:08 AM

sandra.radosavljevic@glo.texas.gov

### Signer Events

### Signature

### Timestamp

Traci Cotton



Sent: 3/17/2025 9:23:10 AM

Traci.Cotton@glo.texas.gov

Viewed: 3/17/2025 10:27:33 AM

Attorney

Signed: 3/17/2025 10:33:36 AM

Texas General Land Office

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication

Using IP Address: 136.60.52.241

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Meghan Martinez



Sent: 3/17/2025 10:33:39 AM

meghan.martinez@glo.texas.gov

Viewed: 3/17/2025 4:05:47 PM

Texas General Land Office

Signed: 3/17/2025 4:07:53 PM

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style

(None)

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### Electronic Record and Signature Disclosure:

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Julie McEntire



Sent: 3/17/2025 4:08:00 PM

Julie.McEntire@glo.texas.gov

Viewed: 3/17/2025 9:05:37 PM

Director of Grant Programs

Signed: 3/17/2025 9:06:03 PM

Texas General Land Office

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication

Using IP Address: 72.183.108.176

(None)

Signed using mobile

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angela Sunley



Sent: 3/17/2025 9:06:08 PM

angela.sunley@glo.texas.gov

Viewed: 3/18/2025 9:25:57 AM

Sr. Director

Signed: 3/18/2025 9:26:15 AM

Texas General Land Office

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication

Using IP Address: 204.65.210.245

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
<p>David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 3/18/2025 9:26:19 AM Viewed: 3/18/2025 9:37:59 AM Signed: 3/18/2025 9:38:09 AM</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 146.75.203.23</p>
<p>Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 3/18/2025 9:38:12 AM Viewed: 3/18/2025 2:15:06 PM Signed: 3/18/2025 2:23:35 PM</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.238</p>
<p>Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 3/18/2025 2:23:38 PM Viewed: 3/18/2025 3:06:28 PM Signed: 3/18/2025 3:06:34 PM</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 206.171.36.59 Signed using mobile</p>
<p>Adrian Piloto Adrian.Piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 3/18/2025 3:06:38 PM Viewed: 3/18/2025 3:43:33 PM Signed: 3/18/2025 3:46:02 PM</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.209</p>
<p>Mark Henry mark.henry@co.galveston.tx.us County Judge GALVESTON COUNTY Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 3/18/2025 3:46:07 PM Viewed: 3/20/2025 2:14:48 PM</p>
<p>Jennifer G. Jones Jennifer.Jones@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
<b>Certified Delivery Events</b>		
Carbon Copy Events	Status	Timestamp
CMD Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2025 7:35:18 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2025 7:35:18 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Sandra Radosavljevic Sandra.Radosavljevic@GLO.TEXAS.GOV Contract Specialist Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2025 7:35:18 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2025 7:35:19 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Clay Sebek clay.sebek@glo.texas.gov Team Lead, General Contracts Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/14/2025 7:35:19 AM Resent: 3/17/2025 9:23:09 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Andrea Walmus Andrea.Walmus@glo.texas.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/17/2025 4:07:59 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Gloria Maynard gloria.maynard@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/18/2025 9:26:18 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Julie Walker julie.walker@co.galveston.tx.us Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/18/2025 3:46:06 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Payton Ray payton.ray@glo.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Linh Phan Linh.Phan@glo.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/14/2025 7:35:19 AM
Envelope Updated	Security Checked	3/17/2025 9:23:09 AM
Envelope Updated	Security Checked	3/17/2025 9:23:09 AM
Envelope Updated	Security Checked	3/17/2025 9:23:09 AM
Envelope Updated	Security Checked	3/17/2025 9:23:09 AM
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Envelope Updated	Security Checked	3/17/2025 9:23:09 AM
Envelope Updated	Security Checked	3/17/2025 9:23:09 AM
Envelope Updated	Security Checked	3/17/2025 9:23:09 AM
Payment Events	Status	Timestamps