



MEMORANDUM

To: Galveston County Commissioners' Court
From: Betsy Thomas, Grants Administration Manager
Court Date: September 15, 2025
RE: Road and Bridge Department
FY 2026-2030 Beach Cleaning & Maintenance Formula Reimbursement
Year One of Five-Year Grant Agreement (09/01/2025 – 08/31/2030)

BACKGROUND

The Texas General Land Office offers an annual formula grant program to reimburse coastal counties for cleaning and maintenance activities on Texas beaches. Allowable activities for reimbursement request include:

- Litter and Debris Removal
- Solid Waste Collection and Disposal
- Portable Toilet Rental and Servicing
- Traffic Control
- Lifeguard Expenses
- Beach Patrol Expenses
- Administration Expenses.

The grant program allows for a request of 2/3rds of the estimated allowable annual expenses. The actual awards, however, are based on a formula amount for all eligible jurisdictions and usually end-up being about 6% of expenses. The GLO states there is \$729,000 for 11 eligible counties.

SUMMARY

Attached is a five-year contract for the Beach Cleaning and Maintenance Grant Program that will expire on 8/31/2030. This contract is a work order base contract, for which the GLO will issue annual grant awards. Once the base contract is executed, the GLO should issue a work order to allocate the 2026 grant award.



RECOMMENDATIONS

Professional Services requests the Court to consider authorization for the County Judge to electronically sign the FY 2025/2030 Beach Cleaning and Maintenance Assistance Program Interlocal Project Agreement #26-002-003.

ATTACHMENTS FOR WET SIGNATURE

- NONE – Electronic Signature Only



**BEACH CLEANING AND MAINTENANCE ASSISTANCE PROGRAM
INTERLOCAL PROJECT AGREEMENT
GLO CONTRACT NO. 26-002-003**

THE GENERAL LAND OFFICE (the “GLO”) and GALVESTON COUNTY (“Project Sponsor”), each a “Party” and collectively “the Parties,” enter into the following Interlocal Project Agreement (the “Contract”) pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contract is administered by the Beach Cleaning and Maintenance Assistance Program (the “Program”) under the authority of the Open Beaches Act (the “Act”), found in Chapter 61 of the Texas Natural Resources Code, and Chapter 25 of Title 31 of the Texas Administrative Code.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means the statutes and regulations included in Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article V herein. State agencies and/or designees with the authority to audit and inspect include, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts.

“[Amendment](#)” means a written agreement executed by the Parties’ authorized representatives, that documents changes to the Contract.

“[Application for Assistance](#)” means the document submitted by Project Sponsor to be considered as an eligible participant for reimbursement of beach cleaning and maintenance expenses.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference within the body of this Contract, as if physically attached.

“[Clean and Maintain](#)” means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected and includes the employment of lifeguards, beach patrols, and litter patrols.

“[Contract](#)” means this entire document along with any Attachments, both physically attached and incorporated by reference.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment A**, attached hereto and incorporated herein for all purposes, which Project Sponsor affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php> .

“Notice of Disbursement” means the written notification to Project Sponsor indicating the amount of reimbursement being paid by the GLO for the Project under this Contract.

“Program” means the Beach Cleaning and Maintenance Assistance Program implemented under 31 TAC Chapter 25 and TNRC, Chapter 61, Subchapter C (relating to Maintenance of the Public Beaches).

“Project” means the beach cleaning and maintenance services described in **Section 1.04** of the Contract.

“Project Sponsor” means the City or County which receives Program assistance or funds under this Contract.

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

“Subcontractor” means an individual or business that signs a contract, or enters into an agreement with Project Sponsor, to perform part or all of the obligations of Project Sponsor under this Contract.

“TAC” means the Texas Administrative Code.

“TNRC” means the Texas Natural Resources Code.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “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” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

- (e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this Contract and its Attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: the signed Contract; Attachment A; Application for Assistance, incorporated by reference; and Notice of Disbursement, incorporated by reference.

1.03 APPLICATION FOR ASSISTANCE

Project Sponsor must apply annually to the GLO for state funds for reimbursement of eligible expenses incurred by Project Sponsor for the purpose of cleaning and maintaining public beaches within its jurisdiction in accordance with the Act and the TAC, as either may be amended from time to time (hereinafter collectively referred to as the “Applicable Law”).

The GLO shall distribute the Application for Assistance to eligible local governments annually. Each completed Application for Assistance will be incorporated herein by reference.

1.04 SCOPE OF WORK

Project Sponsor has the obligation to Clean and Maintain beaches under the Act and is eligible to apply for reimbursement from the state for cleaning and maintaining public beaches abutting the Gulf of Mexico and located within its jurisdiction, in accordance with the Application for Assistance and the Applicable Law (the “Project”). Project Sponsor shall be responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the Project.

II. TERM

2.01 DURATION

This Contract shall be effective September 1, 2025 and shall terminate on August 31, 2030.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Project Sponsor may, to the extent allowed by law, cease work, undertake to terminate any relevant subcontracts, and incur no further expense. Such early termination

shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Project Sponsor defaults on its duty to maintain the public beach, defaults under the Contract, or defaults on its other obligations under the Act, the GLO reserves the right to cancel the Contract without notice and withhold reimbursement as provided in Section 3.04.

2.04 AMENDMENT REQUESTS FROM PROJECT SPONSOR

Consistent with 31 TAC §25.11(c)-(e), Project Sponsor Amendment requests must be in writing and approved by the GLO before Project Sponsor deviates from the scope of the Project. All Project Sponsor Amendment requests must, at minimum, contain the following:

- (1) proposed change in project scope;
- (2) proposed effective date of change;
- (3) increase or decrease in necessary funds; and
- (4) reason for proposed change in the project.

III. REIMBURSEMENT

3.01 ELIGIBILITY

Project Sponsor represents that it is eligible for reimbursement and meets all the requirements of the Applicable Law for participation in the Program. Project Sponsor covenants and agrees to comply with the Applicable Law related to the Program. Specifically, Project Sponsor covenants that:

- (i) it meets the eligibility requirements of Chapter 61, Subchapter C of the TNRC and 31 TAC Chapter 25; and
- (ii) if it collects a Beach User Fee ("BUF"), it is currently in compliance and will remain in compliance with the BUF provisions in 31 TAC Chapter 15, during the fiscal year for which reimbursement is sought.

Project Sponsor further agrees that all beach maintenance activities will be performed in compliance with its beach/dune Plan and 31 TAC Chapter 15.

3.02 CALCULATION OF REIMBURSEMENTS

If the GLO determines Project Sponsor is eligible, the GLO will send a Notice of Disbursement, with a reference number, by email annually to the person identified in Section 6.09. Each Notice of Disbursement will be incorporated herein by reference.

The Project Sponsor must include the contract number and reference number on all correspondence, reports, and other documents furnished to the GLO. The GLO agrees to reimburse Project Sponsor its pro rata share for eligible expenses incurred in connection with the Project during the Fiscal Year in which reimbursement is sought. The amount reimbursed each disbursement period shall not exceed Project Sponsor's pro rata share of the total funds allocated by the GLO for reimbursement of Program participants for beach cleaning and maintenance expenses.

Reimbursement will be based upon the Project Sponsor's proportionate share of total linear footage of gulf beach and the Project Sponsor's proportionate share of the total of its expenditures for cleaning and maintaining gulf beaches during the two Fiscal Years preceding the disbursement. All expenditures used in the calculation of Project Sponsor's pro rata share of reimbursement must be eligible pursuant to 31 TAC Section 25.12. **The GLO will determine the actual amount of Project Sponsor's pro rata share for each disbursement period in accordance with 31 TAC Chapter 25.** Pursuant to 31 TAC Section 25.13, no city or county may receive as its state share an amount that is greater than two-thirds of the amount of eligible expenses spent for the purpose of cleaning and maintaining public beaches within its jurisdiction during each disbursement period. In the event the GLO determines after a disbursement that additional funds are available, the GLO may, in its sole discretion, disburse an additional amount to local governments on a pro rata basis.

Reimbursement to Project Sponsor for the state's share of cleaning and maintaining gulf beaches under this Contract will be determined after all reimbursement requests have been submitted and evaluated, and the necessary calculations have been made in accordance with 31 TAC Chapter 25. The GLO will disburse the funds on an annual basis.

3.03 REIMBURSEMENT REQUESTS

Project Sponsor shall submit itemized reimbursement requests quarterly, in accordance with the Applicable Law. Reimbursements to local governments will be made annually. Because the actual reimbursement to local governments is dependent upon the total eligible expenditures documented by all local governments, failure to submit complete and timely quarterly reports will delay reimbursement to all other local governments unfairly. Timely submittal means that the quarterly reports must be received by the GLO no later than sixty (60) calendar days after the end of each quarter of the Fiscal Year in which the expenses are incurred. By entering into this Contract, Project Sponsor agrees to timely submit complete and accurate quarterly reports. **AT ITS SOLE DISCRETION, THE GLO MAY DENY REIMBURSEMENT FOR EXPENDITURES IN A QUARTER IN WHICH THE COMPLETE, ACCURATE QUARTERLY REPORT WAS NOT TIMELY FILED BY THE PROJECT SPONSOR.**

3.04 INELIGIBILITY

If the GLO determines that Project Sponsor has defaulted on the Contract or not complied with the Applicable Law, the GLO shall notify Project Sponsor of Project Sponsor's ineligibility for reimbursement, in accordance with 31 TAC Section 25.21. The GLO may withhold funds until Project Sponsor achieves full compliance, in the sole determination of the GLO. The GLO may require reimbursement of funds disbursed to Project Sponsor during any period of noncompliance.

THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REIMBURSEMENT SHALL BE MADE BY THE GLO FOR EXPENSES INCURRED FOR THE PROJECT DURING ANY PERIOD IN WHICH PROJECT SPONSOR WAS NOT IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS RELATED TO THE PROGRAM.

IV. STATE FUNDING

4.01 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 VII, Section 6 of the Texas Constitution, it is understood that 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. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Project Sponsor for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Project Sponsor, 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.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Project Sponsor further certifies that the General Affirmations in **Attachment A** have been reviewed, and that Project Sponsor is in compliance with each of the requirements reflected therein.

V. RECORDS, AUDIT, RETENTION AND DISCLOSURE

5.01 BOOKS AND RECORDS

Project Sponsor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO or the State of Texas Auditor's Office and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all applicable state laws, rules, and regulations.

5.02 INSPECTION AND AUDIT

Pursuant to Texas Government Code Chapter 2262, Project Sponsor agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Project Sponsor understands that acceptance of state funds under this Contract, directly or indirectly as a Subcontractor, acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Accordingly, such records shall be subject at any time to inspection, investigation, examination, audit and copying at any location where such records may be found, with or without notice from the GLO or other government entity with necessary legal authority. Project Sponsor agrees to cooperate fully with any state entity in the conduct of inspection, investigation, examination, audit, and copying, including providing all relevant records and information requested. **Project Sponsor shall ensure that all subcontracts awarded reflect the requirements of this Section and the requirement to cooperate.**

5.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of payment by the GLO under the Contract or from the date of termination of the Contract, whichever is later. The period of retention

shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

5.04 CONFIDENTIALITY

To the extent permitted by law, Project Sponsor and the GLO shall keep all information confidential, in whatever form produced, prepared, observed, or received by Project Sponsor or the GLO, to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Project Sponsor or the GLO; or (c) information that Project Sponsor or the GLO is otherwise required to keep confidential by this Contract. Project Sponsor 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.

5.05 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Project Sponsor 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 related to this Contract may be subject to public disclosure pursuant to the PIA. Project Sponsor 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 Project Sponsor believes to be excepted from disclosure as "confidential" or a "trade secret," Project Sponsor waives any and all claims it may make against the GLO for releasing such information without prior notice to Project Sponsor. However, the Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Project Sponsor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of Project Sponsor's receipt of any third party written requests for information and forward a copy of any such written requests to PIALegal@glo.texas.gov. If a request for information was not written, Project Sponsor shall forward the third party's contact information to the above-designated e-mail address.

VI. MISCELLANEOUS PROVISIONS

6.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Project Sponsor is self-insured and therefore is not required to purchase insurance.

6.02 Taxes/Workers' Compensation/Unemployment Insurance

PROJECT SPONSOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROJECT SPONSOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROJECT SPONSOR'S AND PROJECT SPONSOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROJECT SPONSOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS

APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE GLO SHALL NOT BE LIABLE TO THE PROJECT SPONSOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. TO THE EXTENT PERMITTED BY LAW, PROJECT SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROJECT SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROJECT SPONSOR WITH THE GLO NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROJECT SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE GLO. PROJECT SPONSOR AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

6.03 LEGAL OBLIGATIONS

Project Sponsor 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 Project Sponsor to provide the goods or services required by this Contract. Project Sponsor will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Project Sponsor agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

6.04 INDEMNITY

AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT IT IS LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM ITS ACTS OR OMISSIONS.

6.05 ASSIGNMENT AND SUBCONTRACTS

Project Sponsor 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 Project Sponsor may subcontract with others for some or all of the services to be performed in the cleaning and maintenance of public beaches in its jurisdiction. In any approved subcontracts, Project Sponsor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Project Sponsor as specified in this Contract, the TAC and the Act. Nothing in this Contract shall be

construed to relieve Project Sponsor of the responsibility for ensuring that the goods delivered and/or the services rendered by Project Sponsor and/or any of its subcontractors comply with all the terms and provisions of this Contract.

6.06 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

In accordance with Texas law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those Parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. The GLO encourages the Parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

6.07 RELATIONSHIP OF THE PARTIES

Project Sponsor is associated with the GLO only for the purposes and to the extent specified in this Contract, and, with respect to Project Sponsor's performance pursuant to this Contract and the Act, Project Sponsor is and shall be an independent contractor and, subject only to the terms of this Contract and Applicable Law, 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 shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Project Sponsor or any other party. Project Sponsor shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the state to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the state.

6.08 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Project Sponsor shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Project Sponsor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Project Sponsor will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

6.09 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States 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

GALVESTON COUNTY:

Galveston County
722 Moody Avenue
Galveston, Texas 77550
Attention: County Judge Mark Henry

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.

6.10 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. Project Sponsor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

6.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

6.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, 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 terminate this Contract immediately upon written notification to Project Sponsor.

6.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Project Sponsor 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, including a claim for breach of contract by the GLO, 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 Project Sponsor 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.**

6.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract 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 Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

6.15 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Project Sponsor acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Project Sponsor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Project Sponsor.

6.16 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 26-002-003

GENERAL LAND OFFICE

GALVESTON COUNTY

Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: _____

By: Mark Henry

Title: County Judge

Date of execution: _____

OGC SC

PM ML

DIR NA

DGC MB

GC VC

DCC DP

ATTACHMENT TO THIS CONTRACT:

ATTACHMENT A: GENERAL AFFIRMATIONS

INCORPORATED BY REFERENCE:

APPLICATIONS FOR ASSISTANCE

NOTICES OF DISBURSEMENT

ATTACHMENT FOLLOWS

GENERAL AFFIRMATIONS

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

1. Project Sponsor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Project Sponsor nor the firm, corporation, partnership, or institution represented by Project Sponsor, 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 Project Sponsor.*
2. Project Sponsor 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, Project Sponsor 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 vendor or applicant [Project Sponsor] 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. Project Sponsor 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, Project Sponsor represents and warrants that it complies with the requirements of the state risk and authorization management program and Project Sponsor 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), Project Sponsor 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 Project Sponsor to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Project

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Sponsor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Project Sponsor's compliance with the required controls.

9. Project Sponsor 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. Project Sponsor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Project Sponsor to the State of Texas.
11. Upon request of the GLO, Project Sponsor 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, Project Sponsor 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 Project Sponsor's submission of its offer to provide consulting services to the GLO or, in the alternative Project Sponsor, 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, Project Sponsor 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 PROJECT SPONSOR.
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, Project Sponsor 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 PROJECT SPONSOR.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Project Sponsor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Project Sponsor may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Project Sponsor as is contemplated by Texas Government Code,

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Chapter 2260, Subchapter B. In such event, Project Sponsor 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. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Project Sponsor 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 Project Sponsor 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 Project Sponsor'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 Project Sponsor. 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 Project Sponsor. 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 Project Sponsor 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. Project Sponsor 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 Project Sponsor, 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 Project Sponsor: (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, Project Sponsor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

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16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Project Sponsor 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 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. Project Sponsor 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, Project Sponsor 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. Project Sponsor 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, Project Sponsor certifies that neither Project Sponsor nor any person or entity represented by Project Sponsor 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, Project Sponsor 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 Project Sponsor from providing free technical assistance.*
21. Project Sponsor 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, Project Sponsor 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, Project Sponsor further represents and warrants that if a former employee of the GLO was employed by Project Sponsor within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Project Sponsor 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

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

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26. TO THE EXTENT ALLOWED BY LAW, PROJECT SPONSOR 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 PROJECT SPONSOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROJECT SPONSOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROJECT SPONSOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROJECT SPONSOR'S PERFORMANCE UNDER THE CONTRACT. PROJECT SPONSOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROJECT SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROJECT SPONSOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROJECT SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROJECT SPONSOR 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 PROJECT SPONSOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROJECT SPONSOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*
27. Project Sponsor 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, Project Sponsor 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 Project Sponsor and legally empowered to contractually bind Project Sponsor to the terms and conditions of the Contract and related documents.

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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, Project Sponsor 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 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. Project Sponsor 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. Project Sponsor 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, Project Sponsor 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, Project Sponsor 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 Project Sponsor 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. Project Sponsor 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, Project Sponsor 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 Project Sponsor believes to be excepted from disclosure as "confidential" or a "trade secret," Project Sponsor waives any

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and all claims it may make against the GLO for releasing such information without prior notice to Project Sponsor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Project Sponsor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Project Sponsor 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 enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Project Sponsor 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, <https://www.glo.texas.gov>.
37. If Project Sponsor, in its performance of the Contract, has access to a state computer system or database, Project Sponsor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Project Sponsor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Project Sponsor must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Project Sponsor 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. Project Sponsor 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 Project Sponsor's business. Project Sponsor acknowledges that such a vaccine or recovery requirement would make Project Sponsor ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Project Sponsor certifies that neither it nor its parent company, nor any affiliate of Project Sponsor 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 Project Sponsor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Project Sponsor verifies that Project Sponsor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Project Sponsor does not make that verification, Project Sponsor must notify the GLO and state why the verification is not required.*
42. If Project Sponsor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Project Sponsor 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

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association. If Project Sponsor does not make that verification, Project Sponsor must notify the GLO and state why the verification is not required.*

43. If Project Sponsor is a “professional sports team” as defined by Texas Occupations Code Section 2004.002, Project Sponsor will play the United States national anthem at the beginning of each team sporting event held at Project Sponsor’s home venue or other venue controlled by Project Sponsor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Project Sponsor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Project Sponsor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*
44. To the extent Section 552.371 of the Texas Government Code applies to Project Sponsor and the Contract, in accordance with Section 552.372 of the Texas Government Code, Project Sponsor 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 Project Sponsor’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 Project Sponsor’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 Project Sponsor agrees that the Contract may be terminated if Project Sponsor 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, Project Sponsor, 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 Project Sponsor compiled in connection with its performance under the Contract.*
46. If subject to 2 C.F.R. 200.216, Project Sponsor 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 Project Sponsor 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, Project Sponsor 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. Project Sponsor 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

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Signatures: 0

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Armando Montante

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Signer Events

Traci Cotton

Traci.Cotton@glo.texas.gov

Attorney

Texas General Land Office

Security Level: Email, Account Authentication
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Signature

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Mei Ling Valdes

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Security Level: Email, Account Authentication
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2605:a601:aad5:eb00:d440:a035:d60:5334

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Deputy General Counsel

Texas General Land Office

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style
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Signer Events	Signature	Timestamp
<p>Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f6d16::4 Signed using mobile</p>	<p>Sent: 8/14/2025 6:15:54 PM Viewed: 8/14/2025 6:17:18 PM Signed: 8/14/2025 6:17:21 PM</p>
<p>Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.178</p>	<p>Sent: 8/14/2025 6:17:23 PM Viewed: 8/18/2025 8:04:19 AM Signed: 8/18/2025 8:04:36 AM</p>
<p>Mark Henry mark.henry@co.galveston.tx.us County Judge GALVESTON COUNTY Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 8/18/2025 8:04:38 AM Resent: 8/27/2025 12:47:58 PM Viewed: 8/27/2025 2:55:00 PM</p>
<p>Jennifer G. Jones Jennifer.Jones@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
In Person Signer Events	Signature	Timestamp
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<p>CMD Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	<p>Sent: 8/14/2025 11:10:02 AM</p>

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/14/2025 11:10:02 AM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/14/2025 11:10:02 AM
Angela Sunley angela.sunley@glo.texas.gov Sr. Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/14/2025 12:15:43 PM Viewed: 8/14/2025 12:16:07 PM
David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/14/2025 12:15:44 PM Viewed: 8/14/2025 12:24:58 PM
William Comeaux william.comeaux@co.galveston.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/18/2025 8:04:39 AM
Linda Liechty Linda.Liechty@co.galveston.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/27/2025 12:47:55 PM
Payton Ray payton.ray@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2025 9:26:08 AM
Envelope Updated	Security Checked	8/14/2025 11:10:00 AM
Envelope Updated	Security Checked	8/14/2025 11:10:00 AM
Envelope Updated	Security Checked	8/14/2025 11:10:00 AM
Envelope Updated	Security Checked	8/14/2025 11:10:00 AM
Envelope Updated	Security Checked	8/14/2025 11:10:00 AM
Envelope Updated	Security Checked	8/14/2025 11:10:00 AM
Envelope Updated	Security Checked	8/14/2025 11:10:00 AM
Envelope Updated	Security Checked	8/27/2025 12:47:54 PM
Envelope Updated	Security Checked	8/27/2025 12:47:54 PM
Envelope Updated	Security Checked	8/27/2025 12:47:54 PM
Envelope Updated	Security Checked	8/27/2025 12:47:55 PM
Envelope Updated	Security Checked	8/27/2025 12:47:55 PM
Envelope Updated	Security Checked	8/27/2025 12:47:55 PM
Payment Events	Status	Timestamps