



## **INTERLOCAL PROJECT COOPERATION AGREEMENT GLO Contract No. 25-025-000-E784**

**The Texas General Land Office** (the “GLO”) and the **Gulf Coast Protection District** (the “GCPD”), each a “Party” and collectively “the Parties,” enter into this Interlocal Project Cooperation Agreement (the “Agreement”) pursuant to Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and House Bill 1 of the 88<sup>th</sup> Texas Legislature, Regular Session (“HB1”).

**WHEREAS**, in furtherance of the Coastal Texas Project (as defined herein), the GLO is partnering with the U.S. Army Corps of Engineers (“USACE”) on certain ecosystem restoration projects (“ER Projects”) along the Texas coastline and a coastal storm risk management project (“CSRM Project”) on South Padre Island, and the GCPD is partnering with USACE on CSRM Projects and an ER Project within the District’s territory; and

**WHEREAS**, the U.S. Army Corps of Engineers (USACE) allocated the first installment of federal funding toward the USACE Galveston District’s (SWG) Coastal Texas Project (CTX); and

**WHEREAS**, the U.S. Army Civil Works Program Fiscal Year 2024 Work Plan will provide \$500,000 to support the preconstruction, engineering, and design of the first segment of CTX’s Bolivar Peninsula and West Bay Gulf Intracoastal Waterway (GIWW) shoreline and island protection feature, also known as Ecosystem Restoration Feature G-28 or (the “G-28 Project”);

**WHEREAS** the current funds available to the GLO for the G-28 Project may not qualify for Work In Kind credit (“WIK”); and GCPD has signed a Design Agreement (“DA”) with USACE for CTX and has HB1 funds (the “HB1 Funds”) that could be allocated to the G-28 Project; and

**WHEREAS**, SWG has represented to the GLO and GCPD the importance of efficiently completing the first set of plans and specifications for CTX and demonstrating to USACE leadership and Congress that Texas is serious about advancing CTX; and

**WHEREAS**, GLO and its contractors are currently performing similar work to that required for the G-28 Project and represent that GLO is capable of efficiently managing the preconstruction engineering and design of the first segment of the G-28 Project; and

**WHEREAS**, to this end GCPD, as the funding partner, agrees to use HB1 Funds to hire the GLO, as the technical partner, to complete (or cause the completion of) preconstruction engineering and design of the first segment of the G-28 Project, in a manner eligible for Work In Kind (“WIK”) credit; and

**WHEREAS**, the Parties agree that the use of HB1 Funds in this manner and for this purpose is consistent with the intent of the Texas Legislature.

NOW, THEREFORE, the Parties hereby agree as follows:

**I. RECITALS, DEFINITIONS, INTERPRETIVE PROVISIONS, AND AGREEMENT PURPOSE  
AND PROJECT DESCRIPTION**

**1.01 INCORPORATION OF RECITALS**

The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement. The Parties agree that they are entering into this Agreement in exchange for the mutual promises, covenants, and compensation described in this Agreement.

**1.02 DEFINITIONS**

**“Administrative and Audit Regulations”** means all applicable statutes, regulations, and other laws governing administration or audit of this Agreement, including: GAAS, GAAP, GASB, and TxGMS; and Chapters 321 and 791 of the Texas Government Code. GAAS shall be the auditing standard used to audit GCPD’s financial records in connection with this Agreement. Any conflicts between GAAS and any financial record auditing standards found in TxGMS shall be resolved in favor of GAAS. Any conflicts between TxGMS and GAAP or TxGMS and GASB shall be resolved in favor of GAAP and GASB.

**“Agreement”** means this entire document and its Attachments and Amendments.

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

**“Attachment”** means documents, terms, conditions, or additional information attached to this Agreement after the execution page or incorporated by reference herein.

**“Coastal Texas”** means the Coastal Texas Protection and Restoration Feasibility Study and Final Environmental Impact Statement issued by USACE in August 2021.

**“Design”** means performance of detailed pre-construction engineering and design, up through preparation of plans and specifications for the initial construction contract for the Project.

**“Design Costs”** means the sum of all costs that are directly related to the Design of the Project. Subject to the provisions of this Agreement, the term shall include the GLO’s costs for engineering and design, including but not limited to economic, real estate, and environmental analyses, a safety assurance review, if required, and supervision and administration of any subcontractors, if applicable. The term does not include any costs for dispute resolution; audits; or the costs of the Parties in negotiating this Agreement.

**“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 terms and conditions attached hereto as **Attachment D** that the Parties affirm and agree to by executing this Agreement.

**“GLO”** means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“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, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“NFS” means the Non-Federal Sponsor of the G-28 Project.

“NFS Construction and Post-construction Obligations” means the construction, OMRR&R, environmental, remediation, mitigation, utility relocation, and land and easement acquisition obligations that the NFS has for the G-28 project during and after construction.

“OMRR&R” means the operation, maintenance, repair, replacement, and rehabilitation for the operations phase of non-federally operated projects and consists of the suite of activities necessary to maintain the Project in sound operating condition.

“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 any of the Parties, to perform part or all of the obligations of the Parties under this Agreement.

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

### **1.03 INTERPRETIVE PROVISIONS**

- (a) The meanings of defined terms apply to the singular and plural forms of the defined terms; any term used in this Agreement that is defined in HB1 has the meaning defined in HB1;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Agreement as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Agreement unless otherwise specified;
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, references to contracts include subsequent amendments and other modifications thereto, to the extent such amendments and modifications are not prohibited by the terms of this Agreement, and a reference to a statute or regulation includes statutory or regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (e) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement;
- (f) All Attachments to this Agreement, including those incorporated by reference, and any amendments are considered part of the terms of this Agreement;

- (g) This Agreement may use several limitations, regulations, or policies to regulate the same or similar matters. Each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms;
- (h) 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 required or requested of it;
- (i) Time is of the essence in this Agreement;

**1.04** Conflicts between this Agreement and its Attachments shall be resolved in the following order of precedence: first the Signed Agreement; then Attachments to the Agreement in this order: **Attachment B**, **Attachment A**, **Attachment C**, then **Attachment D**. Administration of Projects) This Agreement sets forth the terms and conditions for the execution of certain preconstruction engineering and design work for the first segment of the G-28 Project (which shall consist of the 9.19-mile rock breakwater along the shorelines of GIWW, as further described in **Attachment B**, the “Project”).

- (a) Design of the Project will be independently conducted and managed by the GLO for GCPD in accordance with the covenants and obligations set forth in Attachment A hereto. The GCPD agrees to reasonably cooperate with the GLO and to take additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement, including, but not limited to, the execution of further documentation, and performance of those certain covenants and obligations set forth in Attachment A hereto.
- (b) GLO’s Coastal Texas Project Manager, Coastal Resources (the “GLO Project Manager”) will act on behalf of the GLO with respect to this Agreement and the Project, coordinate with GCPD and USACE, and receive and transmit information and instructions, and will have authority to communicate the GLO’s policies and decisions with respect to this Agreement and the Project. The GLO Project Manager may authorize and designate one or more GLO project managers and may designate other representatives to act on behalf of GLO with respect to this Agreement and the Project.
- (c) GCPD’s Executive Director (the “GCPD Project Manager”) will act on behalf of the GCPD with respect to this Agreement and the Project, coordinate with the GLO and USACE, and receive and transmit information and instructions, and will have authority to interpret and define the GCPD’s policies and decisions with respect to this Agreement and the Project. The GCPD Project Manager may authorize and designate one or more GCPD project managers and may designate other representatives to act on behalf of GCPD with respect to this Agreement and the Project.

## 1.05 PROJECT SCOPE OF WORK AND SUBCONTRACTS

- a) The Parties acknowledge that a scope of work for the Project has not yet been finalized. The Parties agree that upon final approval of the draft scope of work, pursuant to the terms and conditions of **Attachment A**, then such finalized scope of work shall be attached hereto as **Attachment B** (the “Scope of Work”).
- b) The GLO may request to amend **Attachment B** as necessary to reflect changes in the Scope of Work that may become necessary as determined by the GLO (or a subcontractor). The GLO Project Manager shall submit a written request and justification for any such requested amendments to **Attachment B** to the GCPD Project Manager (such request, a “Request to Amend Attachment B”). The GCPD Project Manager will notify the GLO in writing if a Request to Amend Attachment B is approved or denied. GCPD approval of Requests to Amend Attachment B shall not be unreasonably denied, withheld, conditioned or delayed, provided, however, if the GCPD Project Manager does not provide a response to a Request to Amend Attachment B within fifteen (15) calendar days of its receipt of such Request to Amend Attachment B, then the Request to Amend Attachment B shall be deemed approved. Requests to Amend Attachment B, as well as approvals and denials thereof, must be in writing, and delivered by electronic mail. The GCPD Project Manager will maintain records of all such requests, approvals, and denials. Upon approval, a Request to Amend Attachment B will be incorporated by replacing the then-effective Attachment B with an updated Attachment B, as evidenced by the placement of the written initials of the GLO Project Manager and the GCPD Project Manager on the first page of the Scope of Work, without requirement of any formal, written amendment to the Agreement or any approval by the GCPD’s Board of Directors (the “Board”). Notwithstanding anything to the contrary contained in this Agreement, a Request to Amend Attachment B may not be approved without approval of the Board and a formal, written amendment to this Agreement in accordance with GLO’s contract management processes that (i) modifies the GCPD Approval Rights pursuant to **Attachment A**; (ii) requires expenditure by GCPD of HB1 Funds in excess of the Project Cap (as defined herein); or (iii) changes the scope or scale of Design of the Project from the initial Scope of Work proposed.
- c) The GLO shall perform (or shall cause to be performed) professional architectural and/engineering design services for the Project, as described in the Scope of Work. the GLO must submit (or cause to be submitted) all deliverables in accordance with any due dates/schedules established in the Scope of Work, or as determined by the GLO if it determines, or is otherwise made aware by a subcontractor, that a due date or schedule or schedule is established in the Scope of Work for a given deliverable is not feasible, provided that the GLO shall promptly provide the GCPD written notice of any such change in due date or schedule.
- d) It is mutually understood and agreed that the GLO may enter into subcontracts with others for some or all of the work to be performed. In no event may the GLO delegate or transfer its responsibility for use of the funds under this Contract. The GLO shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GCPD, and any attempted or purported assignment, transfer, or delegation thereof without such consent shall be null and void.

## **1.06 AGREEMENT DOCUMENTS**

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

**ATTACHMENT A: GLO AND GCPD OBLIGATIONS**

**ATTACHMENT B: SCOPE OF WORK**

**ATTACHMENT C: EXCERPT OF HB1**

**ATTACHMENT D: GENERAL AFFIRMATIONS**

## **II. TERM**

### **2.01 DURATION**

This Agreement is effective as of the date of last signature (the “Effective Date”) and shall terminate on August 31, 2026 (the “Termination Date”). The Parties, at their own discretion and subject to applicable limitations in the General Appropriations Act and other law, may renew this Agreement for up to two additional two-year periods, subject to terms and conditions mutually agreeable to both Parties. Additionally, upon mutual written agreement, the Parties may renew this Agreement for any period necessary to conform to the term of a time-limited revenue source used to fund, in whole or in part, this Agreement.

### **2.02 EARLY TERMINATION**

Except as otherwise provided herein, the Parties may terminate this Agreement early by agreement only. Any agreement for early termination must comply with any limitations on the use of HB1 Funds. Upon the occurrence of any such early termination, the GLO shall return to the GCPD any unexpended funds remaining from the Project Budget Amount subject to an equitable compensation to GLO from GCPD for Design Costs incurred by GLO under its contract with the Professional Services Provider (“PSP”).

### **2.03 ABANDONMENT OR DEFAULT BY THE PARTIES AND OPPORTUNITY TO CURE**

If either Party abandons its work or defaults on the Agreement, the Party asserting the abandonment or default may terminate the Agreement hereunder only after giving the other Party ninety (90) days written notice to resume work, or cure the default, or both, within that time. If the Party does not resume work, cure the default, or both during the ninety (90) day period, then the Party asserting default may terminate the Agreement pursuant to Section 2.02 subject to an equitable settlement of the Parties’ interests accrued up to the date of termination. Such equitable settlement must, at minimum, comply with any limitations on the use of HB1 Funds.

## **III. PROJECT COSTS**

### **3.01 DESIGN COSTS AND PAYMENT TERMS**

- a) The GCPD agrees that it shall pay the GLO for all of the GLO’s actual Design Costs necessary to complete the Project, which are currently estimated to be \$1,395,000.00 (as updated and finalized in the Scope of Work, the “Project Budget Amount”) and in accordance with the provisions set forth in this Article III and set forth in Article V of this Agreement and HB 1. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and understand that the District shall not be obligated in any manner to pay for Design Costs in excess of \$2,000,000.00 (the “Project Cap”).

- b) Upon execution of this Agreement, the GCPD shall make a prompt advance request to the GLO for the full amount of the Project Budget Amount, and the GLO shall advance the GCPD the Project Budget Amount. The GCPD shall then advance the Project Budget Amount to GLO ten (10) calendar days following the date upon which the following have occurred: (i) the GLO advances payment to GCPD and (ii) USACE provides GCPD or GLO, as applicable, with the USACE WIK Eligibility Determination Letter. Should USACE not provide such letter within three months of execution of this Agreement, GCPD agrees to compensate GLO for the reasonable costs incurred by its PSP up until that date for preparation of the Scope of Work.
- c) The Parties further acknowledge and understand that this Agreement does not in any manner obligate the GCPD to contribute HB1 Funds (or any other GCPD Funds) toward the preconstruction engineering and design of any other portions of the G-28 Project (besides the Project) or toward the construction of the Project unless otherwise mutually agreed upon by the Parties. The GLO may submit a Request to Amend Attachment B that provides for the GCPD to pay for Design Costs in excess of the Project Budget Amount without any need for Board approval or a formal, written amendment to this Agreement, provided, that the aggregate amount of Design Costs paid by GCPD is less than or equal to the Project Cap.
- d) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that, upon execution of this Agreement, regardless of the timing of USACE's issuance of a WIK Eligibility Determination Letter, GCPD will, at minimum, advance sufficient funds to GLO so that GLO can promptly pay its PSP for any work performed by the PSP, in accordance with the Tex. Gov't Code § 2251, for the development of the draft scope of work requested by GCPD as a precondition to signing this Agreement and for any work performed by PSP up until USACE issues the WIK Eligibility Determination Letter. GCPD agrees that any interest charges incurred by GLO as a result of GCPD's failure to timely advance the funds requested by GLO shall be borne exclusively by GCPD.

### **3.02 CHANGE IN COSTS**

The Parties agree that, notwithstanding anything to the contrary contained herein, the GCPD's obligation to fund the Design Costs is limited to the Project Cap, and any increase in Design Costs above the Project Cap shall only be funded by the GCPD upon the written approval of the GCPD's Board of Directors. If, upon final completion of the Project and acceptance of the Project by USACE, unexpended funds remain from the Project Budget Amount, the GLO shall promptly return such unexpended funds to the GCPD.

### **3.03 TRAVEL EXPENSES**

- a) GCPD will not reimburse the GLO for travel expenses of any kind without prior written GCPD approval. GCPD will only reimburse travel expenses directly attributable to the GLO's performance of this Agreement at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- b) Subject to the Project Budget Amount limitation, and upon specific, prior, written approval by the GCPD, lodging, travel, and other incidental direct expenses may

be reimbursed under this Agreement for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in **Attachment A**.

- c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **The GLO understands and acknowledges that any travel-expense reimbursement by GCPD is not a per diem. GCPD will only reimburse actual, allowable expenses in accordance with the Travel Regulations. The GLO must submit itemized receipts to support any request for travel-expense reimbursement.**

#### **IV. AUTHORITY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS**

##### **4.01 REPRESENTATION OF AUTHORITY**

The GLO, as the agency performing the services for the Project warrants that: (1) it has authority to perform the services described herein; and (2) the representative executing this Agreement on its behalf is authorized by its governing body to do so. GCPD, as the special district receiving the services for the Project, warrants that: (1) it has the authority to contract for the services described herein; and (2) the representative executing this Agreement on its behalf is authorized to do so.

##### **4.02 GENERAL AFFIRMATIONS**

To the extent they apply, the Parties certify that they have reviewed the General Affirmations in **Attachment D**, and that the Parties are in compliance with all the requirements contained therein.

##### **4.03 CERTIFICATIONS FOR INTERLOCAL AGREEMENT**

The Parties certify that: the services described herein are necessary and essential and are properly within the respective statutory functions and programs of the Parties; the proposed arrangements serve the interest of efficient and economical administration of the Parties; the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder; and the contract neither requires, nor permits, either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

#### **V. AVAILABILITY OF FUNDS; AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS**

##### **5.01 STATE FUNDING**

- (a) This Agreement shall not be construed as creating any debt on behalf of the State of Texas and/or the Parties 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 Parties hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Agreement 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) The GLO may, at its discretion, use its own alternative sources of funds for the Project. However, the GLO shall have no obligation to fund or otherwise pay for any portion of the Project with its own funds and use of its own funds shall not be



interpreted as obligating the GLO to complete the Project without advancement of the Project Budget Amount by the GCPD, up to the Project Cap.

- (c) Any claim by a Party for damages under this Agreement (including any claim of recapture and/or reimbursement made by GCPD pursuant to Section 5.03 of this Agreement) may not exceed the Project Budget Amount. Nothing in this provision shall be construed as a waiver of sovereign immunity by either Party.

**5.02 COMPLIANCE WITH ATTACHMENTS**

To the extent applicable to the Parties in the respective roles specified for them under the terms and conditions of this Agreement, the Parties certify that they have reviewed Attachments A, B, C, and D and that the Parties are in compliance with all applicable requirements contained therein.

**5.03 RECAPTURE OF FUNDS AND EXERCISE OF REMEDIES BY STATE LEGISLATURE**

To the extent that the Texas legislature or any qualified state authority determines that the HB1 Funds were expended for an improper use, and with respect to the GCPD, require return or offset of the HB1 Funds or exercises another remedy that results in pecuniary loss to the GCPD in an amount equal to the amount of the HB1 Funds expended by the GCPD hereunder, then GCPD may seek to recapture and be reimbursed for such amount of HB1 Funds by the GLO.

**VI. RECORDS, INSPECTION AND AUDIT, RETENTION, PUBLIC INFORMATION AND CONFIDENTIALITY**

**6.01 BOOKS AND RECORDS**

The Parties shall keep and maintain full, true, and complete records in accordance with GAAP or GASB, whichever is applicable, as necessary to fully disclose to the other Party, the Texas State Auditor’s Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Agreement, other applicable agreements, and all state and federal rules, regulations, and statutes.

**6.02 INSPECTION AND AUDIT**

- (a) All records related to this Agreement, including records of GCPD, the GLO and its Subcontractor(s), 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 Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement 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. The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized

representative of the U.S. Government shall also have this right of inspection. The GLO shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the GLO and the requirement to cooperate is included in any subcontract it awards.

- (c) State agencies authorized to audit and inspect the Parties, its records, subcontractors, and subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect the Parties, its records, subcontractors, and subcontractors' records include: the relevant federal agency(ies), the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

### **6.03 PERIOD OF RETENTION**

Each Party shall retain in its records this Agreement and all documents related to this Agreement. Unless a longer retention period is specified by applicable law or regulation, or the design agreement ("DA"), the Parties may destroy this Agreement and related documents only after the seventh anniversary of the date: the Agreement 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 Agreement or related documents are resolved.

### **6.04 CONFIDENTIALITY**

To the extent permitted by law, the Parties shall keep all information, in whatever form produced, prepared, observed, or received by each, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by either of the Parties; or (c) information that either Party is otherwise required to keep confidential by this Agreement. The Parties must not make any communications or announcements relating to this Agreement through press releases, social media, or other public relations efforts without each Parties' prior written consent.

### **6.05 PUBLIC RECORDS**

The GLO shall post this Agreement to the GLO's website. GCPD 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 Agreement may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, the Parties are required to make any information created or exchanged with the each other or the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the PIA, available to each other 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 each other or the State of Texas. By failing to mark any information that each Party believes to be excepted from disclosure as "confidential" or a "trade secret," the Parties waive any and all claims they may make against each other for releasing such information without prior notice to each other. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Each Party shall notify each

Party's general counsel or legally authorized representative 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, GCPD shall forward the third party's contact information to the above-designated e-mail address for the GLO and, in the case of GLO, GLO shall forward the third party's contact information to [TPIA@abhr.com](mailto:TPIA@abhr.com).

## **VII. INTELLECTUAL PROPERTY**

### **7.01 OWNERSHIP**

As the Non-Federal Sponsor under the DA, the GCPD shall exclusively 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 Agreement. The GCPD grants to the GLO an irrevocable, royalty-free, non-transferable, non-exclusive license to use, reproduce, display, and perform any data and deliverables delivered under this Agreement. The GLO agrees not to release or distribute any deliverables, including reports, surveys, data, or analyses developed under this Agreement for two (2) years from the date the GCPD receives the deliverable from the GLO, except as required under state law or as agreed to by the GCPD.

### **7.02 INTELLECTUAL PROPERTY**

- (a) The GCPD shall be the absolute and unqualified owner of any reports, memorandums, information, programs, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, computations, computer input/output information, and other documents or materials prepared pursuant to this Agreement, including source codes therefor, with the same force and effect as if the GCPD prepared the same. The GLO shall have an exclusive and perpetual copyright in and to any and all materials produced for pursuant to this Agreement and the GLO shall convey and assign, and does hereby convey and assign, to the GCPD all right, title, and interest, including but not limited to copyright, the GLO may have or may acquire in and to such materials. The GLO agrees that, for the purposes of assigning copyright ownership, work performed hereunder for the GCPD will be deemed to have been done, to the extent authorized by law, on a "works made for hire" basis. In the event and to the extent such works are determined not to constitute "works made for hire" as that term is understood in copyright law, the GLO hereby irrevocably assigns and transfers to the GCPD all right, title, and interest in and to such works, including, but not limited to, copyrights. The GLO is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents or materials, or using the same, in the preparation of work for any other client without the express written permission of the GCPD.
- (b) The GLO and GCPD shall retain, both during and after the term of this Agreement, exclusive ownership of all rights, title, and interest in and to, their respective pre-existing Intellectual Property as of the effective date of this Agreement. This Agreement will not be interpreted or deemed as causing the parties to become joint owners of any such pre-existing Intellectual Property.
- (c) The GLO and the State of Texas each has the right to, for its own purposes, 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 Agreement.

- (d) GCPD 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 the GLO for the work authorized under this Agreement.
- (e) The Agreement 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 Agreement.

### **7.03 NON-ENDORSEMENT**

The Parties 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 state or imply State of Texas or government employee endorsement of a product, service, or position that the Parties represent. No release of information relating to the G-28 Project may state or imply that the Parties or the State of Texas approve of each other's work products or considers each other's work product to be superior to other products or services.

### **7.04 PUBLICATION**

Reports, publications, presentations, and all other materials produced by the GLO with funding provided in whole or in part under this Agreement shall carry on the front cover or title page of such items, appropriate acknowledgement of financial or other support by the GLO, GCPD and, if applicable, any other entity required by state or federal law.

## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 INSURANCE**

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

### **8.02 LEGAL OBLIGATIONS**

The GLO shall require its subcontractors to procure and maintain for the duration of this Agreement any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by the GLO's subcontractors to provide the goods or services required by this Agreement and require its subcontractor(s) to pay all taxes, assessments, fees, premiums, permits, and licenses required by law as well as require its subcontractor(s) to pay any such government obligations not paid during performance of this Agreement.

### **8.03 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.

#### **8.04 TAXES, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE**

The GLO shall be solely liable and responsible for payment of the GLO's and the GLO's employees' taxes of whatever kind, arising out of the execution or performance of the Agreement. The GLO shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. GCPD and the State of Texas, by entering into this Agreement, shall not be liable to the GLO 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.

#### **8.05 INFRINGEMENT**

If the Parties 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 Agreement, or the Parties provide each other with notice of such claim, each Party may (or in the case of an injunction against either of the Parties, shall), at each Party's sole expense either: (i) procure for each other 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 Parties' use is non-infringing.

#### **8.06 RELATIONSHIP OF THE PARTIES**

The GLO is associated with GCPD only for the purposes and to the extent specified in this Agreement. The GLO is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of the GLO or any other party. The GLO shall be solely responsible for, and the GCPD 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 employees of the State of Texas; 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.

#### **8.07 COMPLIANCE WITH OTHER LAWS**

In its performance of this Agreement, the GLO shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. The GLO is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

#### **8.08 NOTICES**

Any notices required under this Agreement 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, 7<sup>th</sup> Floor  
Austin, Texas 78701  
Attention: Contract Management Division

**GCPD**

Gulf Coast Protection GCPD  
1150 Gemini Street, Suite 1050  
Houston, Texas 77058  
Attention: Chief Financial Officer

With a copy to:

Allen Boone Humphries Robinson LLP  
3200 Southwest Fwy # 2600  
Houston, Texas 77027  
Attention: David Oliver, Partner

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

**8.09 GOVERNING LAW AND VENUE**

This Agreement 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 Agreement shall be in a court of competent jurisdiction in Travis County, Texas. The Parties irrevocably waive any objection, including any objection to personal jurisdiction, the laying of venue, or based on forum non conveniens, they have or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE PARTIES OR THE STATE OF TEXAS.**

**8.10 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule, or regulation, the Parties 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 Agreement, including a claim for breach of contract by either Party, 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 constitute grounds for either Party to suspend performance of this Agreement. Notwithstanding this provision, the Parties reserve all legal and equitable rights and remedies available to them. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY EITHER PARTY.**

**8.11 ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, its Attachment(s), and any purchase order(s) issued in conjunction with this Agreement 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(s) shall be harmonized with this Agreement to the extent possible. Unless such Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language shall be construed consistently with the terms of this Agreement. This Agreement and its Attachments may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

#### **8.12 PROPER AUTHORITY**

Each Party hereto represents and warrants that: (1) it has authority to perform its obligations under this Agreement in accordance with applicable law, which may include, without limitation, Chapter 33, Texas Natural Resources Code and Chapter 791, Texas Government Code, and (2) the person executing this Agreement on its behalf has full power and authority to enter into this Agreement on behalf of the Party they represent and bind such Party to the terms and condition herein.

#### **8.13 COUNTERPARTS**

This Agreement shall be executed in DocuSign. If the Agreement is not executed by GCPD within thirty (30) days of receipt, this Agreement may be declared null and void, in the sole discretion of the GLO.

#### **8.14 SEVERABILITY**

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

#### **8.15 FORCE MAJEURE**

Except with respect to the obligation of payments under this Agreement, if either Party, after a good faith effort, is prevented from complying with any express or implied covenant of this Agreement 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 Agreement immediately upon written notification to GCPD.

#### **8.16 SURVIVAL OF TERMS AND PROVISIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination of this Agreement: definitions; interpretation; warranties; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any claim for damages to the amount of funds appropriated for payment but not yet paid to GCPD; ownership; intellectual property; third-party reliance; books and records; inspection and audit; records retention period; confidentiality; public records; recapture of funds and

exercise of remedies by state or federal authorities; insurance; taxes; workers' compensation; unemployment insurance; GLO's obligation to require its subcontractors to procure and maintain, at their sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for GLO or any subcontractors to provide the goods or services described in this Agreement; indemnity; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE FOR GLO CONTRACT NO. 25-025-000-E784**

**GENERAL LAND OFFICE**

**GULF COAST PROTECTION DISTRICT**

Signed by:  
Jennifer G Jones  
E70CDF09B56540E...  
Jennifer G. Jones

Signed by:  
Michel Bechtel  
D740C20AF39A4F6  
Name: Michel Bechtel

Chief Clerk and Deputy Land Commissioner

Title: Board President

Date of execution: 12/19/2024

Date of execution: 12/19/2024

OGC Initial  
JD

PM Initial  
SP

DD DS  
TL

SDD DS  
ST

DGC DS  
MB

GC DS  
JG

DCC DS  
AP

**Attachments to this Agreement:**

- Attachment A: GLO and GCPD Obligations**
- Attachment B: Scope of Work**
- Attachment C: HB1 (Excerpt)**
- Attachment D: General Affirmations**

**Attachments Follow**

### **Obligations Of the GLO and the GCPD**

\*All capitalized terms used but not defined in this Attachment A shall have the same meaning given such terms in this Agreement.

\*\*Nothing in this Attachment A or in the Agreement shall be construed as allowing GCPD to dictate the means and of methods of delivery of the engineering and design services requested by GCPD.

#### ***GLO:***

1. In accordance with the Administrative and Audit Regulations and the requirements of USACE set forth in the DA that the Parties agree apply to the Project or to themselves respectively with respect to their obligations for execution of the Project, including specifically requirements related to “in-kind contributions” or “work in kind” (referred to herein as “WIK”) (collectively, the “Applicable Rules”), the GLO shall prosecute and complete (or cause the prosecution and completion of) Design of the Project.
2. In furtherance of the above, the GLO shall assume full responsibility for project management and shall hire a Professional Services Provider (PSP) to execute the Design of the Project. The GLO shall use good faith efforts to consult with the GCPD (and any personnel or consultants designated by the GCPD) in its selection of PSP and its negotiation of the Scope of Work that will be included as an attachment to the Work Order executed with the selected PSP.
3. Prior to execution of the Work Order, the GLO shall submit the proposed Scope of Work to USACE for its review and determination of WIK eligibility (“WIK Eligibility Review”) and shall reasonably cooperate with USACE to revise or modify the Scope of Work as necessary to obtain a letter determination of WIK eligibility from USACE (the “WIK Eligibility Determination Letter”).
4. GLO shall ensure the following GCPD Project review and approval rights (“GCPD Approval Rights”) related to Project’s purpose, location, and scale:
  - i. Approval of any design changes that increase construction cost estimates, and NFS Construction and Post-construction Obligations within the following Project deliverables (collectively, the “G-28 Deliverables”):
    - b. Update to 10% design submittal package;
    - c. Update to 30% design submittal package;
    - d. 60% design submittal package;
    - 90% design submittal package;
  - i. Any other key Project deliverable added to the Work Order, via amendment, as mutually agreed to by GLO and GCPD.

5. Once the Scope of Work is approved by the GLO and the GCPD, as evidenced by the placement of the written initials of the GLO Project Manager and the GCPD Project Manager on the first page of the Scope of Work, the Scope of Work shall be attached to this Agreement and incorporated as **Attachment B** hereto (the “Final Scope of Work”).
6. GLO shall use its best efforts to supervise the PSP and to cause the PSP to prosecute and complete the Final Scope of Work in accordance with the Applicable Rules the terms and conditions and the schedule set forth in the Final Scope of Work.
7. GLO shall (or shall cause the PSP to) undertake any investigations that USACE determines to be necessary for the Design of the Project to identify the existence and extent of any “hazardous, toxic, and radioactive wastes”, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601 9675) and any other regulated material in accordance with the Administrative and Audit Regulations. If necessary, the GLO shall amend the Work Order that includes the Scope of Work to include performance of such investigations pursuant to any requirement by USACE.
8. GLO shall (or shall cause the PSP to) obtain any permits, easements, licenses, rights-of entry, authorizations, or other real property interests as may be necessary to enter into the property of third parties for the purposes of performing the design services for the Project, as described in the Scope of Work, in each case in compliance with the Applicable Rules.
9. As the Provider, the GLO shall serve as the primary point of contact for communication on all matters with the PSP (and any other entities subcontracted by the PSP under the Work Order that includes the Scope of Work (such entities, “Project Vendors”). However, this does not restrict or preclude communications of a general nature between the GCPD or the USACE and the PSP and the Project Vendors during the Project so long as GCPD apprises GLO in writing of the nature and intent of the communications prior to them occurring. Any decision about the Scope of Work and tasks being undertaken by the PSP cannot be altered via such communications between GCPD or USACE and the PSP.
10. As the Provider, the GLO shall bear sole responsibility for payment of all pay estimates, pay applications, invoices or other requests for payment of Design Costs received by the GLO from the PSP or a Project Vendor, as applicable (each, a “Payment Request”). The GLO shall provide copies of such invoices and requests for payment to the GCPD as soon as reasonably practicable. The GLO shall require that the PSP, or applicable Project Vendor, prominently display “GLO Contract No. 22-004-005-E784” on all Payment Requests. All Design Costs paid by the GLO out of HB1 Funds must be allocable, reasonable, and otherwise consistent with all Applicable Rules.
11. GLO shall use its best efforts to maintain detailed records regarding payment of any Payment Requests from the HB1 Funds advanced to the GLO pursuant to this Agreement, including, without limitation, itemized statements of the Design Costs

incurred with supporting documentation such as invoices, receipts, cancelled checks, statements, time sheets and any other information as may be necessary to fully substantiate the Design Costs incurred by the GLO.

12. The GLO shall use its best efforts to consult with and include the GCPD and USACE in any Project meetings and shall facilitate Project coordination meetings between GLO, GCPD, USACE, and, if applicable, the PSP and/or Project Vendors, upon the reasonable request of GCPD or USACE.
13. Upon completion of a G-28 Deliverable (as defined in Section 4 above) by the PSP, the GLO shall simultaneously submit such G-28 Deliverable to the GCPD Project Manager and USACE for their review and approval.
14. The GLO shall (or shall cause the PSP, or the applicable Project Vendors, to) provide the GCPD with monthly progress reports that (i) include a brief statement of the overall progress since the preceding month's progress report, (ii) set forth the Design Costs incurred to date as well as Design Costs anticipated to be incurred during the next month, and (iii) explain any delay or acceleration of the Project schedule set forth in the Final Scope of Work.
15. The GLO shall not make any communications or announcements relating to this Agreement or the Project through media advisories, press releases, social media, responses to media or other inquiries by the public, or other public relations efforts without first consulting with GCPD and obtaining the GCPD's prior written consent.
16. The GLO shall provide to GCPD all Project reports, data, documents, and other information in accordance with the terms and conditions of this Agreement, including, without limitation, any applicable information required in connection with GCPD's work-in-kind submissions to USACE for Design Costs paid from HB1 Funds advanced by the GCPD pursuant to this Agreement.

***GCPD:***

1. The GCPD shall use its best efforts to consult with the GLO and USACE and participate in any Project meetings. If desired, the GCPD shall request Project coordination meetings between GLO, GCPD, USACE, and, if applicable, the PSP and/or Project Vendors, and shall provide reasonable advance notice of the same.
2. GCPD shall assist the GLO, or the PSP, as applicable, in obtaining any permits, easements, licenses, rights-of entry, authorizations, or other real property interests as may be necessary to enter into the property of third parties for the purposes of performing the Scope of Work, in each case, in compliance with the Applicable Rules.
3. The GCPD acknowledges and understands that time is of the essence as it relates to the Project and, specifically, the exercise of any GCPD Approval Rights. Accordingly, except for the timelines provided for the GCPD Approval Rights herein, the GCPD shall not unreasonably withhold, condition, or delay any approval, consent, or waiver requested of it by the GLO. GCPD shall review the G-28 Deliverables (as defined in Section 4 above) provided by the GLO or the PSP, as applicable, and provide its

approval (or comments thereto) within fifteen (15) calendar days, such approval not to be unreasonably withheld, conditioned, or delayed. If the GCPD does not exercise the GCPD Approval Rights within fifteen (15) calendar days from its receipt of the applicable G-28 Deliverable, then the G-28 Deliverable submitted to GCPD shall be deemed approved. GCPD's review of the G-28 Deliverables shall be conducted concurrent to the USACE review time period in an effort to avoid delay of the project's timeline. If after review, GCPD finds a concern with a submitted G-28 Deliverable GLO shall address such concerns within the next design deliverable phase.

- i. GLO and GCPD (and any personnel or consultants designated by the GCPD) shall meet in between phases to attempt to reach a resolution of such concerns.
    - As part of resolution, GLO will not be required to resubmit the agreed upon deliverable to the GCPD but rather such changes, if any shall be incorporated in the next design deliverable timeframe
    - Any GCPD concern with a G-28 Deliverable does not automatically entail GCPD's official disapproval of such designs.
4. GCPD's approval of the G-28 Deliverables must be in writing and delivered by electronic mail from designated GCPD personnel (or any designated consultants with such authority assigned by the GCPD) to the GLO Project Manager, without requirement of approval by the GCPD's Board of Directors (the "Board").
5. The GCPD shall be responsible for making prompt advance requests to the GLO for any funding required by the Parties for execution of their duties under this agreement.
6. The GCPD shall use its best efforts to make work-in-kind submissions to USACE, and to otherwise obtain work-in-kind credit, for Design Costs paid from HB1 Funds advanced by the GCPD pursuant to this Agreement.
7. The GCPD shall not make any communications or announcements relating to this Agreement or the Project through media advisories, press releases, social media, responses to media or other inquiries by the public, or other public relations efforts without first consulting with GLO and obtaining the GLO's prior written consent.

# **PLACE HOLDER PAGE**

## **SCOPE OF WORK**

SCOPE OF WORK TO BE FINALIZED AFTER CONTRACT EXECUTION  
AS REFERENCED IN CONTRACT PARAGRAPH 1.05

**HB1**  
**Excerpted Language from House Bill 1 of the 88<sup>th</sup> Texas Legislative Session**

[...]

- 22. Gulf Coast Protection District (GCPD).** Amounts appropriated above in Strategy B.1.1, Coastal Management, include \$549,700,000 in fiscal year 2024 and \$300,000 in fiscal year 2025 from General Revenue that shall be used by the General Land Office and Veterans' Land Board (GLO) to provide funding to the Gulf Coast Protection District (GCPD) and to provide oversight and coordination with the GCPD.
- (a) The GLO shall use \$199,700,000 in fiscal year 2024 and \$300,000 in fiscal year 2025 from of this appropriation in fiscal year 2024 for the purpose of making a grant to the GCPD in the 2024-25 biennium. Included in this amount is \$300,000 and 3.0 FTEs each fiscal year at the GLO for the purpose of providing oversight and coordination with the GCPD. The GLO shall ensure that no more than 3.0 percent of the amount granted is expended by the GCPD for administrative and salary expenses. The disbursement of these funds to the GCPD shall only occur if the terms of the grant require the grantee, GCPD, to, at minimum:
    - (1) Provide a report of budgeted and expended grant amounts by project or activity areas on an annual basis as defined by the GLO;
    - (2) Provide timelines for completion of projects on an annual basis as defined by the GLO; and
    - (3) Any other reasonable term deemed prudent by the GLO or pursuant to the terms of the Local Cooperation Agreement executed between the GLO and GCPD.
  - (b) The GLO shall use the remaining \$350,000,000 in fiscal year 2024 solely for the purpose of making an additional grant to the GCPD during the 2024-25 biennium to provide state matching funds to meet federal requirements for studies and projects planned to be conducted in the state by the United States Army Corps of Engineers (USACE). The appropriation of state matching funds is contingent upon USACE requesting payments to cover non-federal cost share which may include the non-federal sponsor's real estate and in-kind work costs. The disbursement of state matching funds to the GCPD is also contingent upon the terms of the grant requiring the grantee, GCPD, to report the same information detailed above in Subsection (a)(1) through (a)(3).
  - (c) The GCPD and the GLO shall abide by the terms of the Local Cooperation Agreement executed by the two parties in the disbursement of funds.
  - (d) The cooperative agreements for the 2024-25 biennium for amounts appropriated in Strategy B.1.1, Coastal Management, for the purposes of grants to the GCPD must contemplate potential impacts to navigation safety and two-way traffic vessel movement as required in Subchapter B, Chapter 66, Transportation Code.
  - (e) Any related unobligated and unexpended balances remaining as of August 31, 2024, are appropriated for the same purpose for the fiscal year beginning September 1, 2024.
  - (f) In addition to amounts appropriated above, any unobligated and unexpended balances for the GCPD remaining from 2022-23 appropriations in Strategy B.1.1, Coastal Management, as of August 31, 2023, are appropriated for the fiscal year beginning on September 1, 2023 (estimated to be \$0) in the same strategy for the purpose of funding GCPD expenses associated with implementing the Sabine to Galveston and Coastal Texas storm surge protection measures and to provide oversight and technical assistance where necessary.

[...]

**GENERAL AFFIRMATIONS**

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

1. GCPD represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither GCPD nor the firm, corporation, partnership, or institution represented by GCPD, 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 GCPD.\*
2. GCPD 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, GCPD 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 [GCPD] 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. GCPD 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, GCPD represents and warrants that it complies with the requirements of the state risk and authorization management program and GCPD 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), GCPD 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 GCPD to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, GCPD certifies that it will comply with the security controls required under this Contract and will maintain

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



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

9. GCPD 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. GCPD agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by GCPD to the State of Texas.
11. Upon request of the GLO, GCPD 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, GCPD 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 GCPD's submission of its offer to provide consulting services to the GLO or, in the alternative GCPD, 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, GCPD 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 GCPD.**
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, GCPD 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 GCPD.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if GCPD's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, GCPD may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against GCPD as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, GCPD 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.

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

- The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount GCPD 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 GCPD 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 GCPD'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 GCPD. 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 GCPD. 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 GCPD 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. GCPD does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the GCPD: (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, GCPD 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. GCPD 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,

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

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. GCPD 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, GCPD 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. GCPD 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, GCPD certifies that neither GCPD nor any person or entity represented by GCPD 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, GCPD 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 GCPD from providing free technical assistance.\*
21. GCPD 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, GCPD 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, GCPD further represents and warrants that if a former employee of the GLO was employed by GCPD within one year of the employee's leaving the GLO, then such employee will not perform services on projects with GCPD 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, GCPD, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD

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

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 GCPD 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 GCPD WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GCPD MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GCPD 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, GCPD, 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 GCPD'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE GCPD OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO GCPD, OR ANY OTHER ENTITY OVER WHICH GCPD EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GCPD WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GCPD MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GCPD AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*

26. TO THE EXTENT ALLOWED BY LAW, GCPD 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 GCPD PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR

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GCPD'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY GCPD OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF GCPD'S PERFORMANCE UNDER THE CONTRACT. GCPD AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GCPD SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GCPD WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GCPD MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, GCPD 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 GCPD OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GCPD WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

27. GCPD 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, GCPD 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 GCPD and legally empowered to contractually bind GCPD 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, GCPD 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

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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. GCPD 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. GCPD 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, GCPD 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, GCPD 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 GCPD 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. GCPD 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, GCPD 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 GCPD believes to be excepted from disclosure as "confidential" or a "trade secret," GCPD waives any and all claims it may make against the GLO for releasing such information without prior notice to GCPD. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. GCPD 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, GCPD 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. GCPD must report any possible fraud,

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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 GCPD, in its performance of the Contract, has access to a state computer system or database, GCPD must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. GCPD must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. GCPD must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, GCPD 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. GCPD 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 GCPD's business. GCPD acknowledges that such a vaccine or recovery requirement would make GCPD ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, GCPD certifies that neither it nor its parent company, nor any affiliate of GCPD 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 GCPD is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, GCPD verifies that GCPD does not boycott energy companies and will not boycott energy companies during the term of the Contract. If GCPD does not make that verification, GCPD must notify the GLO and state why the verification is not required.\*
42. If GCPD is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, GCPD 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 GCPD does not make that verification, GCPD must notify the GLO and state why the verification is not required.\*
43. If GCPD is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, GCPD will play the United States national anthem at the beginning of each team sporting event held at GCPD's home venue or other venue controlled by GCPD for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects GCPD to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, GCPD 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 GCPD and the Contract, in accordance with Section 552.372 of the Texas Government Code, GCPD 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

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contracting information related to the Contract that is in GCPD'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 GCPD'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 GCPD agrees that the Contract may be terminated if GCPD 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, GCPD, 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 GCPD compiled in connection with its performance under the Contract.\*
46. If subject to 2 C.F.R. 200.216, GCPD 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 GCPD 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, GCPD 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. GCPD shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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



## Certificate Of Completion

Envelope Id: 41FAB8FD-0776-44B3-BD82-9E1DFEBED28D

Status: Completed

Subject: RUSH Contract: 25-025-000-E784 Gulf Coast Protection District (Texas GLO)

Source Envelope:

Document Pages: 34

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 7

Sandra Radosavljevic

AutoNav: Enabled

1700 Congress Ave

Envelopeld Stamping: Enabled

Austin, TX 78701

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

sandra.radosavljevic@glo.texas.gov

IP Address: 170.39.89.225

## Record Tracking

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Holder: Sandra Radosavljevic

Location: DocuSign

12/17/2024 11:31:17 AM

sandra.radosavljevic@glo.texas.gov

## Signer Events

### Signature

### Timestamp

Andres Dura

Initial

Sent: 12/17/2024 1:23:01 PM

Andres.Dura@GLO.Texas.gov

Viewed: 12/18/2024 10:41:41 AM

Attorney

Signed: 12/18/2024 11:12:50 AM

Security Level: Email, Account Authentication  
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Signature Adoption: Pre-selected Style

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### Electronic Record and Signature Disclosure:

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Sarah Purdon

Initial

Sent: 12/18/2024 11:12:52 AM

Sarah.Purdon@glo.texas.gov

Viewed: 12/18/2024 11:13:28 AM

Security Level: Email, Account Authentication  
(None)

Signed: 12/18/2024 12:03:00 PM

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Using IP Address: 204.65.210.223

### Electronic Record and Signature Disclosure:

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Tony Williams

DS

Sent: 12/18/2024 12:03:06 PM

tony.williams@glo.texas.gov

Viewed: 12/18/2024 1:29:05 PM

Deputy Director Coastal Field Operations

Signed: 12/18/2024 1:29:24 PM

Texas General Land Office

Signature Adoption: Uploaded Signature Image

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### Electronic Record and Signature Disclosure:

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David Green

DS

Sent: 12/18/2024 1:29:26 PM

david.green@glo.texas.gov

Viewed: 12/18/2024 1:30:00 PM

Legal Services

Signed: 12/18/2024 1:30:15 PM

Texas General Land Office




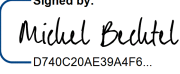

Signature Adoption: Uploaded Signature Image

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### Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<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>Signature Adoption: Pre-selected Style  Using IP Address: 204.65.210.238</p>	<p>Sent: 12/18/2024 1:30:21 PM  Viewed: 12/18/2024 2:50:32 PM  Signed: 12/18/2024 3:20:49 PM</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>Signature Adoption: Pre-selected Style  Using IP Address: 204.65.210.204</p>	<p>Sent: 12/18/2024 3:20:52 PM  Viewed: 12/18/2024 4:42:55 PM  Signed: 12/18/2024 4:43:01 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><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 104.28.48.217  Signed using mobile</p>	<p>Sent: 12/18/2024 4:43:03 PM  Viewed: 12/18/2024 7:40:28 PM  Signed: 12/18/2024 7:41:44 PM</p>
<p>Michel Bechtel  bechtel1948@gmail.com  Board President  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>Signed by:    D740C20AE39A4F6...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 172.13.116.31</p>	<p>Sent: 12/18/2024 7:41:52 PM  Viewed: 12/19/2024 1:43:59 PM  Signed: 12/19/2024 2:03:08 PM</p>
<p>Jennifer G Jones  Jennifer.Jones@glo.texas.gov  Chief Clerk  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>Signed by:    E70CDF09B56540E...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.65.210.215</p>	<p>Sent: 12/19/2024 2:03:15 PM  Viewed: 12/19/2024 2:30:29 PM  Signed: 12/19/2024 2:33:19 PM</p>
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
<p>Clay Sebek  Clay.Sebek@GLO.TEXAS.GOV  Team Lead, General Contracts  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/17/2024 11:56:19 AM  Resent: 12/17/2024 1:23:00 PM</p>
<p>Lance White  lance.white@glo.texas.gov  Manager, Contracts Management Division  Texas General Land Office  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/17/2024 11:56:20 AM</p>
<p>CMD Drafting Requests  draftingrequests@GLO.TEXAS.GOV  Texas General Land Office  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/17/2024 11:56:20 AM</p>
<p>Kelly McBride  kelly.mcbride@glo.texas.gov  Director of CMD  Texas General Land Office  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/17/2024 11:56:21 AM</p>
<p>Sandra Radosavljevic  Sandra.Radosavljevic@GLO.TEXAS.GOV  Contract Specialist  Texas General Land Office  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/17/2024 11:56:21 AM  Resent: 12/19/2024 2:33:29 PM</p>
<p>Duggan Baker  dbaker@abhr.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/18/2024 7:41:51 PM  Viewed: 12/19/2024 8:55:55 AM</p>
<p>Payton Ray  Payton.ray@glo.texas.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/19/2024 2:33:25 PM</p>
<p>HUB  HUB@glo.texas.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b></p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/19/2024 2:33:25 PM</p>

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Linh Phan  
Linh.Phan@glo.texas.gov  
Purchaser  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Sent: 12/19/2024 2:33:26 PM  
Viewed: 12/19/2024 2:38:10 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/17/2024 11:56:21 AM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/17/2024 1:23:00 PM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 10:16:31 AM
Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
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Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
Envelope Updated	Security Checked	12/18/2024 11:08:18 AM
Certified Delivered	Security Checked	12/19/2024 2:30:29 PM
Signing Complete	Security Checked	12/19/2024 2:33:19 PM
Completed	Security Checked	12/19/2024 2:33:26 PM

Payment Events	Status	Timestamps
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