



**LOCAL COOPERATION AGREEMENT  
GLO CONTRACT No. 22-074-000-D188**

The **GENERAL LAND OFFICE** (the “GLO”) and the **GULF COAST PROTECTION DISTRICT** (the “District”), each a “Party” and collectively the “Parties,” enter into the following local cooperation agreement (the “Contract”) pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**I. GENERAL PROVISIONS**

**1.01 DEFINITIONS**

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, other laws, and standards governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations, and Chapters 321 and 791 of the Texas Government Code.

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

“[Contract](#)” means this entire document, along with any Attachments.

“[District](#)” means the Gulf Coast Protection District, a special district created by the Texas Legislature under Article XVI, Section 59 of the Texas Constitution to protect the coast in Chambers, Galveston, Harris, Jefferson, and Orange Counties.

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

“[GAAP](#)” means Generally Accepted Accounting Principles.

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

“[General Affirmations](#)” means the statements, terms, and conditions attached as **Attachment B**. To the extent they apply, the District agrees to and affirms the General Affirmations.

“[Project](#)” means the activities described in **SECTION 1.03** of this Contract.

“[Projected Funding Requests](#)” means the funding requests submitted by the District pursuant to the budget for the Project attached as **Attachment A** and any approved amendments thereto. Any amendment to **Attachment A** must be approved and executed by the Parties through a formal, written amendment to the Contract.

“[Public Information Act](#)” means Chapter 552 of the Texas Government Code.

“Subcontractor” means an individual or business that signs a contract to perform part of the obligations of the District under this Contract.

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meanings of defined terms apply to the singular and plural forms of the defined terms; The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified.
- (b) The term “including” means “including, without limitation.
- (c) 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 Contract, and a reference to a statute or regulation includes statutory or regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (e) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract.
- (f) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters and each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms.
- (g) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion,” however, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it.
- (h) Time is of the essence in this Contract.
- (i) If any provisions of this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: Signed Contract; Attachment A; Attachment B.

## **1.03 PROJECT DESCRIPTION**

The purpose of this Contract is to provide funding allocated by the Texas Legislature to assist the District in its operations, administration, implementation, and oversight of the coastal protection projects for which the District was established pursuant to Senate Bill 1160, 87th Texas Legislature, Regular Session (SB 1160).

## **II. TERM**

### **2.01 DURATION**

This Contract shall be effective on September 1, 2021 and shall terminate on August 31, 2025. The Parties may extend this Contract upon mutual, written agreement. The GLO is not obligated to reimburse or disburse any costs incurred prior to the effective date of this

Contract or after termination or expiration of this Contract. Any costs incurred before this Contract's effective date or after its termination or expiration are at the District's sole risk.

## **2.02 EARLY TERMINATION FOR CONVENIENCE**

The GLO or the District may terminate this Contract for convenience by giving written notice specifying a termination date at least 30 days subsequent to the date of the notice.

## **2.03 ABANDONMENT OR DEFAULT**

If the District abandons work on the Project or default on this Contract and fails to cure the default within 30 days after receiving written notice of default, the GLO may terminate the Contract without notice.

### **III. PROJECTED FUNDING REQUESTS, REIMBURSEMENTS, AND EXPENDITURES**

#### **3.01 PROJECTED FUNDING REQUESTS**

During the term of this Contract, the GLO will reimburse or provide advance funding to the District for allowable Project costs in accordance with the terms of this Contract and the Projected Funding Requests in **Attachment A**, not to exceed the total amount of funds made available to the GLO under Section 18.52 (Contingency for Senate Bill 1160), General Appropriations Act (Senate Bill 1), 87th Texas Legislature, Regular Session, 2021.

#### **3.02 REIMBURSEMENT REQUESTS**

The District may submit reimbursement requests to the GLO on a periodic basis, not more frequently than once monthly, during the term of this Contract.

Reimbursement requests must:

- (a) prominently display the GLO contract number and be submitted on the forms and in the manner approved by the GLO;
- (b) specify the detailed and total expenses for each Projected Funding Request cost category as set forth in **Attachment A**; and
- (c) include an itemized statement of costs with supporting documentation such as invoices, receipts, cancelled checks, statements, time sheets, and any other information that, in the judgment of the GLO, provides full substantiation of the costs incurred.

All costs must be allowable, allocable, reasonable, and otherwise consistent with the standards in UGMS, 2 C.F.R. Part 200 (notwithstanding the source of funding for this Contract), and all applicable federal and state laws and regulations.

#### **3.02 ADVANCE FUNDING REQUESTS**

The District may request advance funding for Project costs, as detailed in **Attachment A**.

Advance funding requests must:

- (a) prominently display the GLO contract number and be submitted on the forms and in the manner approved by the GLO;

- (b) specify the detailed and total estimated expenses for each Projected Funding Request cost category as set forth in **Attachment A**; and
- (c) provide any other information that, in the judgment of the GLO, is necessary to properly review the request.

Disbursement of advance funding will be allowed at the GLO's sole discretion and based on the GLO's determination that providing such funding is necessary for the Project and/or in the best interest of the State. Following review of each advance funding request, the GLO will notify the District of its determination whether a disbursement of funds will be made and, if so, any additional terms and conditions that will apply to the disbursement.

For any advanced funds, the District must submit periodic expenditure reporting as specified in **Attachment A** and supporting cost documentation, as costs are incurred, that comply with **Section 4.02 and 4.03** of this Contract. In addition, the District must provide a written reconciliation at the end of each Fiscal Year stating the total amount of advanced funds received, total Project costs incurred, and the balance of advanced funds as of the date of reconciliation. Any remaining balance at the end of the Fiscal Year must be returned to the GLO unless otherwise directed by the GLO.

All costs must be allowable, allocable, reasonable, and otherwise consistent with the standards in 2 C.F.R. Part 200 (notwithstanding the source of funding for this Contract), and all applicable federal and state laws and regulations.

#### **IV. STATE FUNDING**

##### **4.01 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Any claim by the District for damages under this Contract may not exceed the amount of funds due and owing the District or the amount of funds appropriated for payment, but not yet paid to the District, under the annual budget in effect at the time of the breach. Nothing in this Contract shall be construed as a waiver of sovereign immunity.

##### **4.02 RECAPTURE OF FUNDS**

The GLO may terminate the Contract and recapture and be reimbursed by District for any payments the GLO makes that: (i) exceed maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

##### **4.03 OVERPAYMENT**

The District shall be liable to the GLO for any costs disallowed pursuant to financial or compliance audit(s) of funds District received under this Contract. The District shall

reimburse such disallowed costs from funds other than those District receives pursuant to this Contract.

## **V. RECORDS**

### **5.01 BOOKS AND RECORDS**

The District shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine the District's compliance with this Contract and all applicable laws, rules, and regulations.

### **5.02 INSPECTION AND AUDIT**

- (a) All records related to this Contract, including records of the District and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The District shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through the District and the requirement to cooperate is included in any subcontract it awards.
- (c) State agencies authorized to audit and inspect the District, 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.

### **5.03 PERIOD OF RETENTION**

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

### **5.04 CONFIDENTIALITY**

To the extent permitted by law, the District and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by the District or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by the District or the GLO; or (c) information that the District or the GLO is otherwise required to keep confidential by this Contract. The District must not advertise that it is doing business with the GLO, use this

Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

#### **5.05 PROJECT DATA AND INTELLECTUAL PROPERTY**

The GLO and the District shall jointly own, without limitation, all right, title, and interest in and to all data, reports, drawings, drafts, or any other information or materials, or any intellectual property, acquired or developed under this Contract with each Party having an unlimited right to access and use all such information and materials without the necessity of obtaining authorization from the other Party. In no event shall the GLO, the State of Texas, or the Federal Government be charged or required to pay for the use of any data, or other information or materials, or intellectual property acquired or developed under this Contract.

#### **5.06 PUBLIC RECORDS**

The GLO may post this Contract to the GLO's website. The District 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, the District 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 the District believes to be excepted from disclosure as "confidential" or a "trade secret," the District waives any and all claims it may make against the GLO for releasing such information without prior notice to the District. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA.

The District 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, the District shall forward the third party's contact information to the above-designated e-mail address.

### **VI. MISCELLANEOUS PROVISIONS**

#### **6.01 INSURANCE**

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," the District is self-insured and, therefore, is not required to purchase insurance to perform its obligations under this Contract.

#### **6.02 LEGAL OBLIGATIONS**

The District shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal,

state, county, or city statute, ordinance, law, or regulation for the District to fulfill its obligations under this Contract. The District shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The District shall pay any such government obligations not paid by its Subcontractors during performance of this Contract.

### **6.03 ASSIGNMENT AND SUBCONTRACTS**

- (a) The District shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that the District may subcontract with others for some or all of the work to be performed. In no event may the District delegate or transfer its responsibilities regarding the use of funds provided under this Contract.
- (b) In any approved subcontracts, the District shall legally bind its Subcontractor to perform and make the Subcontractor subject to all the duties, requirements, and obligations of the District specified in this Contract. Nothing in this Contract shall be construed to relieve the District of the responsibility for ensuring that the work performed by the District or any of its Subcontractors comply with all the terms and provisions of this Contract.

### **6.04 RELATIONSHIP OF THE PARTIES**

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

### **6.05 GENERAL AFFIRMATIONS**

To the extent that they are applicable, the District certify that the General Affirmations in **Attachment B** have been reviewed, and that the District is in compliance with each of the requirements reflected therein.

### **6.06 COMPLIANCE WITH OTHER LAWS**

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

### **6.07 NOTICES**

Notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested or with a common carrier, overnight, signature required, to the address indicated below:

## **GLO**

Texas General Land Office  
1700 N. Congress Avenue, Mail Code 158  
Austin, Texas 78701  
Attention: Office of General Counsel

## **District**

Gulf Coast Protection District  
3200 Southwest Fwy # 2600  
Houston, Texas 77027  
Attention: Executive Director

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

### **6.08 GOVERNING LAW AND VENUE**

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

### **6.09 SEVERABILITY**

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

### **6.10 FORCE MAJEURE**

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

continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to the District.

**6.11 ENTIRE CONTRACT AND MODIFICATION**

This Contract and its Attachment(s) constitute the entire agreement of the Parties and is 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 Attachments shall be harmonized with this Contract to the extent possible. Unless an Attachment specifically displays a mutual intent to amend a particular part of this Contract, conflicts in language shall be construed consistently with the terms of this Contract. This Contract and its Attachments may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

**6.12 COUNTERPARTS**

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

**6.13 PROPER AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract.

**6.14 TAXES, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE**

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

**6.15 INDEMNIFICATION**

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.

**6.16 INFRINGEMENT**

If the District becomes aware of an actual or potential claim of infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract, or the GLO provides the District with notice of such claim, the District may (or in the case of an injunction against the GLO, shall), at the District's sole expense either: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

## **6.17 DISPUTE RESOLUTION**

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

## **6.18 SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Contract related to the following subjects shall survive the termination or expiration of this Contract: Definitions, interpretive provisions, affirmations, prohibition on creation of debts, damages claims, recapture of funds and overpayment, record-keeping and record retention, inspection and audit, confidentiality, data and intellectual property, compliance with the Public Information Act, indemnification, assignment, independent contractor status, compliance with laws, notices, governing law and venue, sovereign immunity, severability, force majeure, merger and integration, amendment, execution authority, and survival of terms and conditions. Other terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. 22-074-000-D188**

**GENERAL LAND OFFICE**

**GULF COAST PROTECTION DISTRICT**

\_\_\_\_\_  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

\_\_\_\_\_  
Name  
Title

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

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

OGC \_\_\_\_\_

PM \_\_\_\_\_

DD \_\_\_\_\_

SDD \_\_\_\_\_

DGC \_\_\_\_\_

GC \_\_\_\_\_

**ATTACHMENTS TO THIS CONTRACT:**

**ATTACHMENT A – PROJECTED FUNDING REQUESTS**

**ATTACHMENT B – GENERAL AFFIRMATIONS**

**ATTACHMENTS FOLLOW**

**Projected Funding Request**

The GLO will provide advance funding to the Gulf Coast Protection District (the “District”) for operating expenses necessary to establish and operate the District as the anticipated non-federal sponsor for portions of the Sabine Pass to Galveston Bay, Texas Coastal Risk Management Project and the Coastal Storm Risk Management features within the District identified in the Coastal Texas Protection and Restoration Feasibility Study pursuant to the Local Cooperation Agreement ("LCA") and in accordance with the following schedule for each Cost Category.

Advance funding for expenses necessary to establish and operate the District cannot exceed \$1,000,000 during the period of September 1, 2021 to August 31, 2023.

State of Texas Fiscal Year	Date of Distribution	Expenditures	Period of Funding	Amount
2022	Within 60 days of submission of the advanced funding request and all required documentation, pursuant Section 4.03 of the LCA	Administrative costs including but not limited to salaries, board meetings, legal fees, travel, office supplies, conferences, public outreach and communication services.	September 2022 - September 2023	\$500,000
2023	Within 60 days of submission of the advanced funding request and all required documentation, pursuant Section 4.03 of the LCA	Administrative Costs	September 2023 - September 2024	\$500,000

### **General Affirmations**

To the extent they apply, the District affirms and agrees to the following, without exception:

1. The District represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the District nor the firm, corporation, partnership, or institution represented by the District, 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 the District.
2. If the Contract is for services, the District 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.
3. Under Section 231.006 of the Family Code, the District 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.
4. 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. the District certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), the District 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.
6. Pursuant to Section 2155.003 of the Texas Government Code, the District 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.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency the District owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, regardless of when the debt or delinquency arises.
8. Upon request of the GLO, the District shall provide copies of its most recent business continuity and disaster recovery plans.
9. 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, the District 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 District's submission of its offer to provide consulting services to the GLO or, in the alternative, the District, 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.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, the District 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.

11. If the Contract is for architecture, engineering, or construction services, 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, the District 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.
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the District's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, the District may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the District as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, the District must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the District 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 the District 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 the District'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. 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. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas 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.

- 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 District: (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.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, the District verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. The District understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
14. The District certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, the District 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.
16. The District 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.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, the District certifies that neither the District nor any person or entity represented by the District 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, the District 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 the District from providing free technical assistance.
18. the District 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.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, the District 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, the District further represents and warrants that if a former employee of the GLO was employed by the District within one year of the employee's leaving the GLO, then such employee will not perform services on projects with the District that the employee worked on while employed by the GLO.
20. 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 the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, THE DISTRICT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE DISTRICT 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 THE DISTRICT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE DISTRICT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE DISTRICT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, THE DISTRICT, 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 THE DISTRICT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE THE DISTRICT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE DISTRICT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE DISTRICT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE DISTRICT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE DISTRICT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. TO THE EXTENT ALLOWED BY LAW, THE DISTRICT 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 THE DISTRICT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR THE DISTRICT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY THE DISTRICT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF THE DISTRICT'S PERFORMANCE UNDER THE CONTRACT. THE DISTRICT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH

CLAIM. THE DISTRICT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE DISTRICT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE DISTRICT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, THE DISTRICT 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 THE DISTRICT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE DISTRICT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. The District has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. 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, the District 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.
26. The District understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, the District shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. 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 the District and legally empowered to contractually bind the District to the terms and conditions of the Contract and related documents.
28. 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, the District 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.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers

relevant to the investigation or audit. The District 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.

30. The District 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.
31. The District expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the District represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. 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, the District certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, the District 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 the District 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.
34. 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. the District shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO’s Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the District agrees that the Contract can be terminated if the District knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If the District, in its performance of the Contract, has access to a state computer system or database, the District must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. The District must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. The District must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, the District 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.
38. The District 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 the District's business. The District acknowledges that such a vaccine or recovery requirement would make the District ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2274.0102, the District certifies that neither it nor its parent company, nor any affiliate of the District 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 2274.0103, or (2) headquartered in any of those countries.
40. If the District is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the District verifies that the District does not boycott energy companies and will not boycott energy companies during the term of the Contract. If the District does not make that verification, the District must notify the GLO and state why the verification is not required.
41. If the District is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the District 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 the District does not make that verification, the District must notify the GLO and state why the verification is not required.
42. If the District is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, the District will play the United States national anthem at the beginning of each team sporting event held at the District's home venue or other venue controlled by the District for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects the District to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, the District may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.