



COASTAL EROSION PLANNING AND RESPONSE ACT
PROJECT COOPERATION AGREEMENT
GLO Contract No. 22-113-008-D367
CEPRA Project No. 1719

The Texas General Land Office (the “GLO”) and Galveston Bay Foundation, the Qualified Project Partner (“QPP”), each a “Party” and collectively “the Parties,” enter into this project cooperation agreement (the “Contract”) under the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613 (“CEPRA” or the “Act”).

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

“Account” means the coastal erosion response account established under Section 33.604 of the Texas Natural Resources Code.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations, Chapter 33 of the Texas Natural Resources Code, and Chapter 321 of the Texas Government Code.

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

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

“Budget” means the cost share budget for the Project detailed in the Project Work Plan, Budget and Maps(s) attached to this Contract as **Attachment A**.

“CEPRA” or the “Act” means the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613.

“Contract” means this entire document and its Attachments and Amendments.

“Coastal Surface Lease” means the Texas School Land Board lease applicable to the Project.

“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 B** that QPP affirms and agrees to by executing this Contract.

“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.

“Partner Match” or “Match” means the amount contributed by QPP and all funding sources other than the CEPRA Account, to pay the shared Project costs set forth in the Budget.

“Project” means the activities described in **Section 2.01** and detailed in the Project Work Plan, Budget and Maps(s) attached to this Contract as Attachment A.

“Project Manager” means the person each Party designates as primarily responsible for coordinating the Project on behalf of that Party.

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

“Qualified Project Partner” or “QPP” means **Galveston Bay Foundation**.

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

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for QPP’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.

“Work Plan” means the Project Work Plan, Budget and Maps(s) attached to this Contract as Attachment A, which describes the methodology, means, and manner in which the Project shall be accomplished.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms apply to the singular and plural forms of the defined terms; any term used in this Contract that is defined in the Act has the meaning defined in the Act;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” 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 Contract, 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 Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

- (f) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (g) This Contract 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 Contract;
- (j) Conflicts between this Contract and its Attachments shall be resolved in the following order of precedence: first, the Signed Contract; then Attachments to the Contract in this order: Attachment A, then Attachment B, then the Coastal Surface Lease if any.

1.03 PURPOSE

This Contract sets forth the terms and conditions for the cooperation of the Parties in the Project. The Project will be led by the QPP. Match is included in this Contract.

II. SCOPE OF PROJECT

2.01 PROJECT

- (a) The Parties shall cooperate to complete CEPRAs Project No. 1719 to address the shoreline protection of West Bay Living Shorelines and Habitat Restoration. The Parties shall complete the Project in accordance with this Contract and its Attachments.
- (b) The Parties may amend the Work Plan or Budget by written agreement. QPP may request such an amendment by submitting a written request and detailed justification to the GLO Project Manager. Amendments to the Work Plan or Budget may delay performance of the Project. If there are any costs included in the requested amendment that were not previously included in the Contract, QPP is solely responsible for such costs it incurs while awaiting amendment.

2.02 STATE OWNED SUBMERGED LANDS

The Project will take place on state-owned submerged lands and requires a Coastal Surface Lease or Special Document from the Texas School Land Board authorizing the placement of the Project. The QPP shall apply for each required Coastal Surface Lease and Special Document within 30 days of the completion of the 30 percent design phase of the Project. Each applicable Coastal Surface Lease and Special Document shall, upon final execution, be incorporated into this Contract by reference.

2.03 PROJECT MANAGERS

Following the execution of this Contract, each Party must designate a Project Manager and provide the other Party with the Project Manager’s name, contact information, and any other necessary information. If a Party’s Project Manager changes, that Party must notify the other Party’s Project Manager and provide the new Project Manager’s contact

information via email. Each Party shall maintain the other Party's Project Manager information in its Project files.

III. TERM

3.01 DURATION

- (a) This Contract is effective as of the date executed by the last Party (the "Effective Date") and shall terminate on August 31, 2027. The Parties may extend this Contract for up to two additional years by mutual, written agreement executed by the Parties' authorized representatives.
- (b) This Contract is effective for the term specified herein. If QPP performs services or incurs costs before the Effective Date or after the Contract's termination or expiration, QPP does so at its sole risk and the GLO may choose to not compensate QPP for such services or costs.

3.02 EARLY TERMINATION

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

3.03 ABANDONMENT OR DEFAULT

If QPP abandons work or defaults on the Contract, the GLO may terminate the Contract without notice.

IV. FUNDING

4.01 TOTAL PROJECT BUDGET

The Parties must pay all expenses associated with the performance of this Contract in accordance with the Budget in Attachment A.

4.02 GLO FUNDS

The GLO shall expend an amount not to exceed **\$80,000.00**, as detailed in the Budget in Attachment A.

4.03 PAYMENT OF SHARED PROJECT COSTS

Any QPP, third-party, or Partner Match required for the Project must be provided in accordance with the Budget in Attachment A. QPP must pay the Partner Match amount indicated in Attachment A, which meets or exceeds the minimum percentage of shared project costs prescribed in the Act for the Project.

QPP shall pay its Match amount in full to the GLO no later than thirty (30) days after receiving the GLO's written request for payment, which may be delivered by electronic mail, regular mail, or facsimile transmission.

QPP must send payment(s) to the following address:

GLO – For Partner Match

Texas General Land Office
Coastal Erosion Planning and Response Act (CEPRA)-MATCH
Mail Code 151
P.O. Box 12873
Austin, TX 78711-2873

Partner Match payments must prominently display “GLO Contract No. **22-113-008-D367.**”

QPP’s failure to submit payment as instructed may significantly delay the project.

4.04 PROOF OF MATCH AND REQUESTS FOR REIMBURSEMENT

QPP shall submit proof of Partner Match and reimbursement requests to the GLO documenting and fully substantiating the Project costs and expenses that QPP has incurred. All QPP expenditures must be supported by actual receipts, cancelled checks, or other documentation that, in the GLO’s sole determination, substantiates the value of the expenditures. Expenditures are subject to the GLO’s review and approval. The GLO has sole discretion to approve or deny an expenditure.

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

Subject to the maximum Contract amount authorized herein and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract 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.

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

Proof of match and requests for reimbursement must:

- (a) be submitted to vendorinvoices@glo.texas.gov with a copy to the assigned GLO Project Manager.
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) prominently display “**GLO Contract No. 22-113-008-D367**”

If QPP does not submit proof of match and reimbursement requests in strict accordance with the instructions in this section, payment may be significantly delayed.

4.05 PROGRESS REPORTS

QPP shall submit progress reports with reimbursement requests, in portable document format (pdf), to the GLO Project Manager in the manner and form specified by the

GLO. QPP shall provide a final closeout report summarizing all expenditures, reimbursement requests, project deliverables, and project milestones to the GLO within sixty (60) days after Project completion.

4.06 ALTERNATIVE SOURCE FUNDING

The Parties shall cooperate to investigate and secure funding from sources other than the Account for the Project and its maintenance. QPP may use alternative sources of funding it acquires after the execution of this Contract toward the Partner Match.

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

5.01 STATE FUNDING

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

5.02 GENERAL AFFIRMATIONS

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

5.03 RECAPTURE OF FUNDS

The GLO may terminate the Contract and recapture and be reimbursed by QPP 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.

5.04 OVERPAYMENT

QPP shall be liable to the GLO for any costs disallowed pursuant to financial or compliance audit(s) of funds QPP received under this Contract. QPP shall reimburse such disallowed costs from funds other than those QPP receives pursuant to this Contract.

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

6.01 BOOKS AND RECORDS

QPP 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 GLO, 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 Contract, other applicable agreements, and all state and federal rules, regulations, and statutes.

6.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of QPP 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. QPP shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through QPP and the requirement to cooperate is included in any subcontract it awards.
- (c) State agencies authorized to audit and inspect QPP, 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.

6.03 PERIOD OF RETENTION

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

6.04 CONFIDENTIALITY

To the extent permitted by law, QPP and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by QPP 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 QPP or the GLO; or (c) information that QPP or the GLO is otherwise required to keep confidential by this Contract. QPP must not 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.

6.05 PUBLIC RECORDS

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

VII. INTELLECTUAL PROPERTY

7.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and QPP hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by QPP pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by QPP under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter. QPP agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by QPP pursuant to this Contract is a “work made for hire” under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to copyright protection or any portion of such expressive content is not a work made for hire, QPP hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.
- (b) QPP 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 and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to QPP for the services authorized under this Contract.

7.02 NON-ENDORSEMENT

QPP shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or government employee endorsement of a product, service, or position that QPP represents.

No release of information relating to this Project may state or imply that the GLO or the State of Texas approves of QPP's work products or considers QPP's work product to be superior to other products or services.

7.03 PUBLICATION

Reports, publications, presentations, and all other materials produced by QPP with funding provided in whole or in part under this Contract shall carry on the front cover or title page of such items, appropriate acknowledgement of financial or other support by the GLO and, if applicable, all federal entities providing funds or other support for the Project.

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

QPP shall acquire, for the duration of this Contract, insurance and with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry and as required by applicable law or regulation. QPP shall, upon the GLO's request, submit evidence of insurance required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the GLO's satisfaction the nature and extent of coverage granted by each such policy. If the GLO determines any policy fails to comply with the terms of this Contract, QPP shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, QPP must produce renewal certificates for each type of coverage.

8.02 LEGAL OBLIGATIONS

QPP 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 to be held by QPP to provide the goods or services required by this Contract. QPP shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. QPP shall pay any such government obligations not paid by its subcontractors during performance of this Contract.

8.03 INDEMNITY

TO THE EXTENT ALLOWED BY LAW, QPP 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 QPP 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 QPP WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND QPP MAY

NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. QPP AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.04 TAXES, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE

QPP shall be solely liable and responsible for payment of QPP's and QPP's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. QPP 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 QPP 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 QPP 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 QPP with notice of such claim, QPP may (or in the case of an injunction against the GLO, shall), at QPP'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.

8.06 RELATIONSHIP OF THE PARTIES

QPP is associated with the GLO only for the purposes and to the extent specified in this Contract. QPP 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 QPP or any other party. QPP 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.

8.07 COMPLIANCE WITH OTHER LAWS

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

8.08 NOTICES

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

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Division

QPP

Galveston Bay Foundation
1100 Hercules Ave.
Houston, TX 77058
Attention: President

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 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. QPP 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.**

8.10 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule, or regulation, QPP 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 constitute grounds for QPP 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.**

8.11 ENTIRE CONTRACT AND AMENDMENT

This Contract, its Attachment(s), and any purchase order(s) issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order(s) shall be harmonized with this Contract to the extent possible. Unless such Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract. This Contract 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 Contract in accordance with Chapter 33, Texas Natural Resources Code, and (2) the person executing this Contract on its behalf has full power and authority to enter into this Contract on behalf of the Party they represent and bind such Party to the terms and condition herein.

8.13 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. If the Contract is not executed by QPP within thirty (30) days of receipt, this Contract 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 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.

8.15 FORCE MAJEURE

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

8.16 SURVIVAL OF TERMS AND PROVISIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; warranties; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any QPP claim for damages to the amount of funds appropriated for payment but not yet paid to QPP; ownership; intellectual property; third-party reliance; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; QPP's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers,

permits, and/or qualifications necessary for QPP or any subcontractors to provide the goods or services described in this Contract; 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. 22-113-008-D367

GENERAL LAND OFFICE

GALVESTON BAY FOUNDATION

DocuSigned by:



7C299F4374E7497...

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

DocuSigned by:

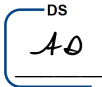



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By: Bob Stokes
Title: President

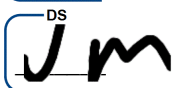
Date of execution: 11/10/2022

Date of execution: 11/7/2022

OGC 

PM 


DIV 

DIR 

DD 

SDD 

DGC 

GC 

Attachments to this Contract:

Attachment A: Project Work Plan, Budget, and Map(s)

Attachment B: General Affirmations

Attachments Follow

West Bay Living Shoreline & Habitat Restoration
CEPRA PROJECT No. 1719
WORK PLAN

1. To address the shoreline protection of West Bay (the “Project”), the GLO shall aid the QPP and fulfill the following tasks:
 - a. Expend from the CEPRA accounts an amount not to exceed \$80,000 (60% of total Project budget).
 - b. Confer with QPP on the location and extent of the Project area.
 - c. Confer with QPP on the scope of work, attend Project meetings, participate in site visits and in the decision-making processes as needed.
 - d. Provide oversight review and approval of professional services solicited by QPP as necessary or required.
 - e. Provide timely comments on QPP’s submittals for comment or approval.
 - f. Assist in identifying legal requirements for the use of state-owned submerged lands and facilitate QPP’s efforts to obtain any necessary state-owned land use authorizations.
 - g. Provide financial point of contact
 - h. Provide QPP with recommendations from any media advisories, inquiries, and press releases regarding the Project prior to publication.

2. The QPP shall:
 - a. Provide the GLO at least \$55,000.00 in Partner Match funds constituting a minimum of 40% of the shared Project costs.
 - b. Obtain authorization for the use of state-owned submerged lands and any other authorizations required by state, federal, or local law to implement the Project.
 - c. Apply for, hold, and maintain any permits, leases, and other necessary authorizations required for the Project
 - d. Consult with the GLO on the Project area/scope of work
 - e. Consult with and include GLO in any Project meetings or decision-making processes.
 - f. Submit QPP’s preferred professional service provider (PSP) to GLO for approval.
 - g. Submit a draft of any contract under which the QPP will seek reimbursement for allowable expenses under Agreement to GLO for review and comment.

- h. Manage the Project and contract with approved PSP to:
- Develop technical specifications and plans.
 - Perform any surveys necessary to complete permit application(s).
 - Complete and provide to USACE a permit application.
 - Provide GLO authorization to participate in Project meetings with relevant permitting authorities if necessary.
 - Provide Project closeout documentation.
- i. Confer and cooperate with GLO on responses to comments and coordination for permit finalization.
- j. Serve as the point of contact for communication with PSP and any other contracted entities under terms of QPP's respective contracts with those vendors. GLO may communicate generally with QPP's contracted parties during the Project.
- k. Submit Project document materials and data to GLO for review and comment.
- l. Serve as the source for all media advisories, inquires and press releases regarding the Project and provide timely notifications to the GLO of any inquiries made.
- m. Provide property access agreements for all work required by the scope of the Project.
- n. Provide financial point of contact.
- o. Reporting Requirements/Reimbursement Requests:
- Provide interim reports as requested by the GLO. Submit a final Project completion report summarizing all financial expenditures, deliverables received, and Project timelines to the GLO within 60 days after Project closeout.
 - Request for Reimbursement: The QPP must submit reimbursement requests monthly if QPP makes expenditures. QPP must ensure reimbursement requests for allowable expenses include a short statement of work by QPP and any cover letters provided by engineers or contractors during the reimbursement period. QPP must ensure that reimbursement requests are supported by actual receipts, cancelled checks, time sheets, or such other documentation that, in the judgement of the GLO, substantiates the expenditures, if allowable. QPP must send all reimbursement requests to VendorInvoices@glo.texas.gov email address and the GLO Project Manager. Failure to comply with this requirement may, at the sole discretion of the GLO, result in a Project delay or cessation of work. Any costs incurred resulting from the QPP's failure to comply with these reimbursements are the responsibility of the QPP.

BUDGET

West Bay Living Shoreline & Habitat Restoration

CEPRA PROJECT NO. 1719

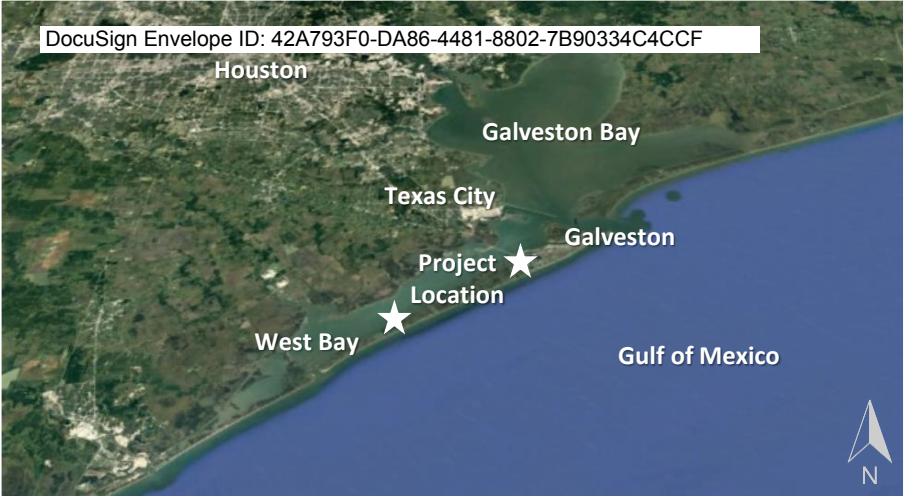
PROJECT COSTS

CONTRACTUAL	AMOUNT
Survey, Analysis, Preliminary Design, Permitting, and Administration	\$135,000.00
TOTAL PROJECT COST NOT TO EXCEED	\$135,000.00

COST SHARING SUMMARY

QUALIFIED PROJECT PARTNER (QPP)	
QPP Cash Commitment (40.7 %)	\$55,000.00
QPP's TOTAL CONTRIBUTION*	\$55,000.00
CEPRA Cycle 12 (59.3%)	
CEPRA TOTAL CONTRIBUTION*	\$80,000.00
TOTAL PROJECT CONTRIBUTIONS	\$135,000.00

* Please specify when using historically underutilized business as required by state law.



West Bay Living Shoreline & Habitat Restoration

★ Project Restoration Sites
Google Earth

2.05 mi

GENERAL AFFIRMATIONS

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

1. Qualified Project Partner represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Qualified Project Partner nor the firm, corporation, partnership, or institution represented by Qualified Project Partner, 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 Qualified Project Partner.*
2. Qualified Project Partner 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, Qualified Project Partner 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 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Qualified Project Partner] 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. Qualified Project Partner 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, Qualified Project Partner represents and warrants that it complies with the requirements of the state risk and authorization management program and Qualified Project Partner 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), Qualified Project Partner 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.

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

8. If the Contract authorizes Qualified Project Partner to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Qualified Project Partner certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Qualified Project Partner's compliance with the required controls.
9. Qualified Project Partner 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. Qualified Project Partner agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Qualified Project Partner to the State of Texas.
11. Upon request of the GLO, Qualified Project Partner 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, Qualified Project Partner 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 Qualified Project Partner's submission of its offer to provide consulting services to the GLO or, in the alternative Qualified Project Partner, 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, Qualified Project Partner 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 QUALIFIED PROJECT PARTNER.**
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, Qualified Project Partner 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 QUALIFIED PROJECT PARTNER.**

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- a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Qualified Project Partner's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Qualified Project Partner may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Qualified Project Partner as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Qualified Project Partner 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 Qualified Project Partner 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 Qualified Project Partner 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 Qualified Project Partner'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 Qualified Project Partner. 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 Qualified Project Partner. 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 Qualified Project Partner 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. Qualified Project Partner 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

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Qualified Project Partner: (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, Qualified Project Partner 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. Qualified Project Partner understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
17. Qualified Project Partner 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, Qualified Project Partner 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. Qualified Project Partner 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, Qualified Project Partner certifies that neither Qualified Project Partner nor any person or entity represented by Qualified Project Partner 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, Qualified Project Partner 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 Qualified Project Partner from providing free technical assistance.*
21. Qualified Project Partner 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, Qualified Project Partner 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

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described by Chapter 2254 of the Texas Government Code, Qualified Project Partner further represents and warrants that if a former employee of the GLO was employed by Qualified Project Partner within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Qualified Project Partner 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, QUALIFIED PROJECT PARTNER, 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 QUALIFIED PROJECT PARTNER 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 QUALIFIED PROJECT PARTNER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND QUALIFIED PROJECT PARTNER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. QUALIFIED PROJECT PARTNER 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, QUALIFIED PROJECT PARTNER, 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 QUALIFIED PROJECT PARTNER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE QUALIFIED PROJECT PARTNER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO QUALIFIED PROJECT PARTNER, OR ANY OTHER ENTITY OVER WHICH QUALIFIED PROJECT PARTNER EXERCISES CONTROL, OR SUPPLIERS OF

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SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY QUALIFIED PROJECT PARTNER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND QUALIFIED PROJECT PARTNER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. QUALIFIED PROJECT PARTNER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

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

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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, Qualified Project Partner 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 Qualified Project Partner and legally empowered to contractually bind Qualified Project Partner 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, Qualified Project Partner shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*
31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Qualified Project Partner 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. Qualified Project Partner 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, Qualified Project Partner 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, Qualified Project Partner 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 Qualified Project Partner 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

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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. Qualified Project Partner 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, Qualified Project Partner 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 Qualified Project Partner believes to be excepted from disclosure as "confidential" or a "trade secret," Qualified Project Partner waives any and all claims it may make against the GLO for releasing such information without prior notice to Qualified Project Partner. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Qualified Project Partner shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Qualified Project Partner 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. Qualified Project Partner must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Qualified Project Partner, in its performance of the Contract, has access to a state computer system or database, Qualified Project Partner must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Qualified Project Partner must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Qualified Project Partner must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Qualified Project Partner 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. Qualified Project Partner 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 Qualified Project Partner's business. Qualified Project Partner acknowledges that such a vaccine or recovery requirement would make Qualified Project Partner ineligible for a state-funded contract.

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40. Pursuant to Government Code Section 2274.0102, Qualified Project Partner certifies that neither it nor its parent company, nor any affiliate of Qualified Project Partner 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.*
41. If Qualified Project Partner is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Qualified Project Partner verifies that Qualified Project Partner does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Qualified Project Partner does not make that verification, Qualified Project Partner must notify the GLO and state why the verification is not required.*
42. If Qualified Project Partner is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Qualified Project Partner 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 Qualified Project Partner does not make that verification, Qualified Project Partner must notify the GLO and state why the verification is not required.*
43. If Qualified Project Partner is a “professional sports team” as defined by Texas Occupations Code Section 2004.002, Qualified Project Partner will play the United States national anthem at the beginning of each team sporting event held at Qualified Project Partner’s home venue or other venue controlled by Qualified Project Partner for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Qualified Project Partner to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Qualified Project Partner 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 Qualified Project Partner and the Contract, in accordance with Section 552.372 of the Texas Government Code, Qualified Project Partner must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO’s request, provide to the GLO any contracting information related to the Contract that is in Qualified Project Partner’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 Qualified Project Partner’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 Qualified Project Partner agrees that the Contract may be terminated if Qualified Project Partner 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, Qualified Project Partner, upon completion of the Contract, must give the GLO a

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

compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Qualified Project Partner compiled in connection with its performance under the Contract.*

46. If subject to 2 CFR 200.216, Qualified Project Partner 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 equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, 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 Qualified Project Partner 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.

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