



INTERLOCAL CONTRACT GLO Contract No. 25-018-000-E709

THE GENERAL LAND OFFICE (“the GLO”) and **CITY OF CORPUS CHRISTI**, Texas Identification Number (TIN) 17460005741 (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for services (the “Contract”) pursuant to the Cooperation Act, Chapter 791 of the Texas Government Code.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“[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 and Chapters 321 and 791 for interlocal 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.

“[Deliverable](#)” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“[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.

“[Federal Assurances and Certifications](#)” means Standard Form 424B (Rev. 7-97) (non-construction projects) or Standard Form 424D (Rev. 7-97) (construction projects), and U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” attached hereto as **Attachment B** and incorporated herein for all purposes.

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

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

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

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible

proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Project” means the services described in **SECTION 1.03** of this Contract.

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

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

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’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” means services to be performed or goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

- a) The meanings of defined terms apply to the singular and plural forms of the defined terms;
- b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified;
- c) The term “including” 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 and 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,” however, 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) If this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract; then attachments to the Contract in this order: Attachment A, Attachment B, and Attachment C.

1.04 PROJECT

Provider shall perform or cause to be performed: collection and analysis of water samples from designated sampling stations in Aransas County, Nueces County, and San Patricio County, Texas, in accordance with the Quality Assurance Project Plan (QAPP), incorporated herein by reference in its entirety for all purposes, as if physically attached; and notification of the public of water quality advisories (the "Project"). Provider shall perform the Project in accordance with the Contract, Attachments, including the Work Plan, attached hereto as **Attachment A**, and the QAPP.

1.05 REPORTING REQUIREMENTS

Provider must perform all tasks and submit all deliverables in accordance with the due dates and schedule in **Attachment A**. If **Attachment A** does not list a due date or schedule for a given task or deliverable, Provider must perform that task or submit that deliverable on or before the date specified by the GLO's Project Manager.

II. TERM

2.01 DURATION

This Contract shall be effective as of September 1, 2024 and shall terminate on August 31, 2025. The Parties may renew the term of this Contract for up to two optional periods of one year each, by mutual written agreement.

2.02 EARLY TERMINATION FOR CONVENIENCE

The GLO 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. Upon receipt of any such notice, Provider shall cease work, terminate all subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If Provider abandons work or defaults on the 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. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The total compensation due to Provider for services performed and costs incurred pursuant to this Work Order is not to exceed **\$140,000.00**. Provider will be reimbursed **\$55.00** for each base sample submitted and **\$70.00** for each repeat sample required, if any, which includes pre-approved travel, pre-approved supplies, and all other pre-approved expenses related to the performance of the Project.

3.02 TRAVEL EXPENSES

- a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses

directly attributable to Provider'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.

- b) 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 the Work Plan in **Attachment A**.
- c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider 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. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

Invoices must:

- a) be submitted to vendorinvoices@glo.texas.gov;
- b) be supported by documentation (including, but not limited to, itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- c) prominently display GLO Contract Number 25-018-000-E709.

3.04 PAYMENT

If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.

IV. AUTHORITY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.01 REPRESENTATION OF AUTHORITY

Provider, warrants that: (1) it has authority to perform the services described herein; and (2) the representative executing this Contract on its behalf is authorized by its governing body to do so. The GLO, warrants that: (1) it has the authority to contract for the services described herein; and (2) the representative executing this Contract on its behalf is authorized to do so.

4.02 GENERAL AFFIRMATIONS

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

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

To the extent they apply, Provider certifies it has reviewed the Federal Assurances and Certifications in **Attachment B**, and that Provider is in compliance with all the requirements

contained therein. **Provider certifies it is in compliance with all other applicable federal laws, rules, and regulations.**

4.04 CERTIFICATIONS FOR INTERLOCAL CONTRACT

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

V. STATE AND FEDERAL FUNDING

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. 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 Provider for damages under this Contract may not exceed the amount of funds due and owing Provider or the amount of funds appropriated for payment, but not yet paid to Provider, 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.

5.02 RECAPTURE OF FUNDS

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

5.03 OVERPAYMENT

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

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Provider 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 Provider 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. Provider 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 Provider 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, Provider 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) Provider 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 Provider for the services authorized under this Contract.

VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Provider 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 Provider’s compliance with this Contract and all applicable laws, rules, and regulations.

7.02 INSPECTION AND AUDIT

- a) All records related to this Contract, including records of Provider 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 Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

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

7.03 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.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Provider 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 Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider 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.

7.05 PUBLIC RECORDS

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

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

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

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

8.02 LEGAL OBLIGATIONS

Provider 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 Provider to provide the goods or services required by this Contract. Provider shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider shall pay any such government obligations not paid by its subcontractors during performance of this Contract. In its performance of the Contract, Provider shall not infringe the intellectual property rights of third parties.

8.03 ASSIGNMENT AND SUBCONTRACTS

- a) Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any purported assignment executed in violation of the foregoing is void and without effect. Notwithstanding this provision, Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract.
- b) Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.04 RELATIONSHIP OF THE PARTIES

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

8.05 COMPLIANCE WITH OTHER LAWS

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

8.06 NOTICES

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

GLO

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

Provider

City of Corpus Christi
1201 Leopard
Corpus Christi, TX 78401
Attention: Laboratory Manager

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.

8.07 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. Provider 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.**

8.08 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.

8.09 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 Provider.

8.10 ENTIRE CONTRACT AND AMENDMENT

This Contract, its Attachments, and any Work Order issued under 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 made in connection with the subject matter hereof. Additional or conflicting terms in Attachments or Work Orders shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or Work Order specifically displays a mutual intent to amend part of this Contract, conflicts shall be construed consistently with the terms of this Contract. This Contract, its Attachments, and any Work Orders issued under this Contract may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

8.11 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 one and the same Contract.

8.12 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract. This Contract is effective for the term specified herein. Any services Provider performs before this Contract's effective date or after its termination or expiration are performed at Provider's sole risk.

8.13 TAXES, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE

Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider 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 Provider 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.

8.14 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.

8.15 INFRINGEMENT

If Provider 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 Provider with notice of such claim, Provider may (or in the case of an injunction against the GLO, shall), at Provider'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.

8.16 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Provider 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 Provider 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.**

8.17 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 Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership; intellectual property; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider 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. 25-018-000-E709

GENERAL LAND OFFICE

CITY OF CORPUS CHRISTI

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

Name: _____
Title: _____
Date of execution: _____

OGC 
PM 
MGR 
DIR 
DD 
SDD 
DGC 
GC 

ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A - WORK PLAN
- ATTACHMENT B - FEDERAL ASSURANCES
- ATTACHMENT C - GENERAL AFFIRMATIONS

ATTACHMENTS FOLLOW

BEACH WATCH WORK PLAN
Aransas County, Nueces County, and San Patricio County
September 1, 2024 to August 31, 2025

Introduction

As the lead state agency charged with implementing the Beaches Environmental Assessment and Coastal Health Act of 2000 (BEACH Act), the Texas General Land Office (GLO) will contract with **City of Corpus Christi** (Provider) to collect and analyze water samples, notify the public of beach water quality and to recommend and/or issue, water quality advisories when warranted.

Beach Watch Coordinator

Lucy Flores
Texas General Land Office
P. O. Box 12873
Austin, Texas 78711-2873
(512) 463-5134
lucy.flores@glo.texas.gov

I. QUALITY ASSURANCE PROJECT PLAN

All monitoring data must be collected according to the EPA approved Quality Assurance Project Plan (QAPP). Provider must adhere to the QAPP. **The Project Manager is required to download and read the document and return the signature page (Appendix D of the QAPP) to the GLO Beach Watch Coordinator.** If any conflicts arise between this Work Plan and the QAPP, the requirements of the QAPP shall take precedence. The QAPP can be downloaded at www.texasbeachwatch.com.

II. SAMPLING STATIONS AND SCHEDULE.

All samples shall be collected in accordance with the Procedures for Providers set forth below and in the QAPP.

Sampling Stations. The Provider shall collect water samples from fixed sampling stations, depicted on the maps and station lists in Appendix C of the QAPP for **Aransas County, Nueces County, and San Patricio County**. The Provider shall follow the attached Sampling Schedule (Exhibit 1 of this Work Plan) and shall conduct additional sampling as required in Section V of this Work Plan. Based upon the contract amount, for **Aransas County, Nueces County, and San Patricio County** shall be collected by **Corpus Christi-Nueces County Public Health District** over **42** sampling weeks between **September 1, 2024 and August 31, 2025**.

Sampling Depth. The Texas Beach Watch Program will sample at a depth of approximately two feet (~2 ft.) or knee depth. The two-foot sampling depth will apply unless:

- The majority of recreational activity occurs at a depth significantly different than two feet. If this occurs samples may be collected at the location of greatest swimmer activity; or
- The two-foot sampling depth occurs more than 50 meters from shore. If the two-foot sampling depth occurs more than 50 meters from the shore, samples may be collected at 50 meters from shore or at the location of greatest swimmer activity. The distance shall be measured from the approximate water line at the time of sampling.

Sampling Schedule. Exhibit 1 lists the weeks when sampling will be conducted. Tuesday is the preferred sample collection day. Monday and Wednesday are alternate sample collection days. This schedule allows time for re-sampling to occur, before the next regular sampling period, when elevated bacteria levels are detected. Depending on the number of beaches and stations, local contractors may require several days to collect samples. Collection may occur over a three-day period; however, prior approval from the Beach Watch Coordinator is required.

III. LABORATORY TESTING

The Provider will analyze water samples for Enterococci bacteria using Method 1600: Enterococci in Water by Membrane Filtration Using membrane-Enterococcus Indoxyl- β -D-Glucoside Agar (mEI) Dec 2009 (https://www.epa.gov/sites/default/files/2015-08/documents/method_1600_2009.pdf) or the IDEXX Enterolert™ system. The local contractor or designated laboratory shall have a Quality Assurance/Quality Control (QA/QC) Plan. Plans approved by other entities (state/federal/commercial) and adopted by the Provider may be considered. Upon execution of this Contract, the Provider shall provide the GLO Beach Watch Coordinator with the name, address, phone and fax numbers, and point of contact (with e-mail) for the laboratory, if separate from the Provider.

If the Provider is tasked with preparing water samples collected for QPCR analysis, the Provider will follow the following steps.

PRE-PROCESSING OF WATER SAMPLES FOR QUANTITATIVE PCR*

1.0 Laboratory Organization, Equipment, and Supplies

1.1 Disposable membrane filtration units (filter base, polycarbonate filter [0.4 μ m] with 47 mm diameter, and 100 mL capacity funnel), individually bagged, and gamma-irradiated (Pall MicroFunnels™ filter funnels FMFNL1050 or equivalent)

1.2 Line vacuum, electric vacuum pump, or aspirator for use as a vacuum source. In an emergency or in the field, a hand pump or a syringe equipped with a check valve to prevent the return flow of air can be used.

1.3 Flask, filter, vacuum, usually 1 L, with appropriate tubing

1.4 Filter manifold to hold a number of filter bases

1.5 Flask for safety trap placed between the filter flask and the vacuum source

1.6 Polycarbonate membrane filters, white, 47 mm diameter, with 0.45 μ m pore size (Millipore HTTP04700 or equivalent). **Note:** *These filters will not be needed if Pall MicroFunnels™ filter funnels FMFNL1050 (See 1.1) are used because polycarbonate membrane filters are supplied with funnel assembly.*

1.7 Stainless steel forceps, straight or curved, with smooth tips to handle filters without damage, 2 pairs

1.8 Permanent ink marking pen for labeling tubes

1.9 Optional: Glass filter assembly to be used in conjunction with item 1.6 or use item 1.1 to replace both of these. Assembly consists of filter base that connects to item 1.4, glass funnel and locking clamp to hold the two together.

1.10 Sterile transfer pipette.

1.11 Sterile, DNA- and DNase-free 5 mL plastic tubes (Qiagen 30122348 or equivalent)

1.12 Freezer, -20°C or -80°C (storage of filters); if -20°C freezer used, make sure it is a manual defrost freezer.

2.0 Reagents and Standards

2.1 PCR-grade water (OmniPur water [VWR EM-9610 or equivalent]). Water must be DNA/DNase free.

3.0 Procedure

3.1 Environmental water sample filtration and method blank (MB) preparation

Note: 100 mL of each environmental water sample is the preferred amount to be filtered, minimum of 50 mL is acceptable. One MB sample should also be filtered with every batch of environmental water samples. The MB should be processed after environmental water samples for each of the steps described below.

3.1.1 Place a fresh membrane filtration funnel assembly (Section 1.1) on the filter base or a clean filter assembly (Section 1.9). **Note:** If using a disposable filtration unit, confirm that the unit contains the correct filter type – replace if necessary. (Section 1.6)

3.1.2 Shake the environmental water sample bottle vigorously 25 times to distribute the bacteria uniformly, and measure 100 mL of the environmental water sample using the graduated markings on the funnel or a sterile transfer pipette. Filter sample. **Note:** If less than 100 mL of sample is available or if filter clogs, record actual volume filtered on sample form.

3.1.3 After filtering the sample, turn off the vacuum.

3.1.4 Label a storage tube (Section 1.11) to identify environmental water sample. Remove the funnel from the filter base. Using sterile forceps, fold filter into a cylinder with the sample side facing inward, being careful to handle the filter only on the edges, where the filter has not been exposed to the environmental water sample. Insert the rolled filter into the labeled storage tube.

Note: If using a reusable glass filter assembly, it will need to be sterilized between samples. To do this, place the glass funnel upside down on a ceramic tile and apply a generous amount of isopropyl alcohol or ethanol to the funnel and the filtration base. Allow the a few seconds of contact time and then light the alcohol with a flame and using metal tongs or forceps lift the funnel to ensure all the surface area has contact with the flame and is sterilized. Once the flame has extinguished and the assembly has cooled it, is ready for use.

3.1.5 Filter the remaining environmental water samples and place filters in labeled storage tubes (Section 3.1.4). Filter MB samples (100 mL PCR-grade water, Section 2.1) and place filters in labeled storage tubes (Section 3.1.4).

3.1.6 Store tubes containing folded filters at -80°C (-20°C manual defrost freezer okay) until shipment to lab for DNA extraction and purification.

*Procedures adapted from: USEPA (2019) Method 1696: Characterization of Human Fecal Pollution in Water by HF183/BacR287 TaqMan® Quantitative Polymerase Chain Reaction (qPCR) Assay. EPA 821-R19-002. Washington, DC.

IV. SAMPLING PROCEDURES

Equipment and Supplies. The following equipment and supplies will be necessary for the collection of water samples by the Provider:

- Insulated cooler for storage and transportation of the samples to the laboratory
- Thermometer

- Sample bottles – The bacteriological samples will be collected in polypropylene bottles at least 125 milliliters (ml) but no more than 1000 ml to allow for adequate sample mixing. Polypropylene bottles are recommended as they may be autoclaved and will keep sample costs down.
- Ice to keep samples cool
- Labels for sample bottles (Use waterproof adhesive labels.)
- Black indelible marker to label samples
- All paperwork including but not limited to Chain of Custody forms and Field Observation Forms (FOF) (Exhibit 2). Information collected on the FOF must be submitted electronically, once a month in a spreadsheet format supplied by the Beach Watch Coordinator.

Sample Collection Training. Trained individuals shall perform the collection of samples. A brief description of the training of the individuals must be provided to the Beach Watch Coordinator.

Sample Collection. One sample will be collected at each station. For every 10 stations sampled on any given day, a second sample must be collected at one of the stations as required by the QAPP. Samples shall be collected within arm's length of each other. Sample collection may be done side-by-side or concurrently. All water samples shall be collected as follows:

Step-by-Step Procedures for Local Contractors. The following procedures for sampling are based upon text taken from Part II, Section A, of the EPA publication "Microbiological Methods for Monitoring the Environment: Water and Wastes" EPA-600/8-78-017, December 1978.

1. Identify the sampling site on a chain of custody tag, if required, or on the bottle label and on a field log sheet.
2. Enter specific details to identify the sample on a permanent label. Take care in transcribing sampling information to the label. The label should be clean, waterproof, non-smearing, and large enough for the necessary information. The label must be securely attached to the sample bottle but removable when necessary. Preprinting standard information on the label can save time in the field. The marking pen or other device must be non-smearing and maintain a permanent legible mark.
3. Remove the bottle covering and closure just before obtaining each sample and protect them from contamination. Be careful not to touch the inside of the bottle itself or the inside of the cover.
4. The first sample to be prepared is the trip blank (at least one per sampling day for routine sampling is recommended). Open the sampling bottle and fill it with 100 ml of sterile buffered dilution solution when collecting freshwater, estuarine, or marine water samples. Cap the bottle and place it in a cooler. The trip blank will be used to verify samples have been maintained at the correct temperature for transportation.
5. To collect the water samples, carefully move to the first sampling location. If wading in the water, try to avoid kicking up bottom material at the sampling station. The sampler should be positioned downstream of any water current to take the sample from the incoming flow. Samples shall be collected in approximately two feet of water.
6. Open a sampling bottle, grasp it at the base with one hand, and plunge the bottle mouth downward at 90 degrees into the water to avoid introducing surface scum. Position the mouth of the bottle into the current away from the hand of the sampler. The sampling depth should be 15 to 30 centimeters (6 to 12 inches) below the water surface, depending on the depth from which the sample must be taken. Samples collected in less than the two-foot standing depth will collect the sample at the 15-centimeter (six inch) sampling depth to avoid the collection of sedimentation. Allow time for sediment settling prior to collecting the sample. If the water body is static, an artificial current can

be created by moving the bottle horizontally with the direction of the bottle pointed away from the sampler. Tip the bottle slightly upward to allow air to exit and the bottle to fill.

7. Remove the bottle from the water body.
8. Pour out a small portion of the sample to allow an air space of 2.5 centimeters (1 to 2 inches) above each sample for proper mixing of the sample before analysis. [NOTE: If the bottle contains any debris, contaminants, or excessive sediment/sand, a new bottle must be used. Do not discard the water sample and refill the bottle.]
9. Tightly close the stopper.
10. Complete a Field Observation Form (FOF) for each beach to record the full details on sampling and other pertinent remarks, such as flooding, rain, or extreme temperature, that are relevant to interpretation of the results. This record also provides a back-up record of sample identification.
11. Place the samples in a suitable container and transport them to the laboratory as soon as possible. Adhering to sample preservation and holding time limits is critical to the production of valid data. Bacteriological samples should be iced or refrigerated at $<10^{\circ}\text{C}$ during transit to the laboratory. Use insulated containers such as plastic or Styrofoam coolers, if possible, to ensure proper maintenance of storage temperature. Take care to ensure sample bottles are not totally immersed in water during transit or storage. Process samples as soon as possible after collection. Do not hold samples longer than six hours between collection and initiation of analysis (US Environmental Protection Agency, 2000). Do not analyze samples that exceed holding time limits.
12. Collect water samples for analyses of other parameters in separate appropriate containers at the same time and perform analyses as specified in the methods.
13. Field Split Sampling: A field split is a single sample subdivided by field staff immediately following collection and submitted to the laboratory as two separate, identified samples. Split samples are preserved, handled, shipped, and analyzed identically and are used to assess variability or related to special project sampling. When collecting water samples for a field split, collect water samples in a sterile, unused 1000ml container.
 - Using the 1000ml container, follow the above sample collection procedure using steps 4-8.
 - Prepare pre-labeled 125ml bottles from the above step 1 by placing them on a stable, flat surface. Ensure the bottle caps are not contaminated by placing them with the threads facing up.
 - While keeping the 1000ml lid affixed, vigorously shake the bottle for 10 seconds, ensuring any particulates are suspended in the sample.
 - In rapid succession, remove the lid and pour contents into the two separately prepared 125ml containers, then immediately place the caps on. Depending on technique and timing, additional swirling of the 1000ml during this process may be needed to ensure particulates remain suspended.
 - Follow steps 11-12 in the above procedure.
14. After collecting samples from a station, wash hands and arms with alcohol wipes, a disinfectant lotion, or soap and water, and dry to reduce exposure to potentially harmful bacteria or other microorganisms.

Labeling the Samples. Each sample bottle shall be labeled with the following information:

- Date and time of sample collection
- Sampler's name

- Sample letters and station number as identified in Appendix C of the QAPP (identify the first sample with the letter “A” after the station number, the second sample with the letter “B” and so forth)

Delivery of Samples to the Laboratory. Upon completion of sample collection, the samples must be delivered to the designated laboratory for testing within 6 (six) hours of collection. During transport to the laboratory, all samples must remain in a cooler packed in ice. If necessary, additional ice may be added during the sampling day.

Sampling Documentation. A FOF must be completed for each station. Multiple stations may be included on a single FOF if all the data is the same. A copy of a completed FOF must be provided to the designated laboratory (if different than the Provider). The Provider shall retain all FOFs. Data from the FOFs must be submitted electronically, once a month, in a spreadsheet format supplied by the Beach Watch Coordinator.

Other indicators to be noted on the FOF shall include:

- Dead fish, birds, or other animals on beach
- Number of people at the site
- Submerged debris in water (sargassum, dead fish, flood debris, etc.)
- Debris on beach (sargassum, algae, flood debris, trash, tar balls.)
- Water color and water odor
- Longshore current (speed and direction)

V. PUBLIC NOTICE/ISSUING ADVISORIES

Determining Bacteria Levels. One sample will be collected at each station and will be used to determine when an advisory shall be recommended. Where two samples are collected at a station as required in the QAPP for QA/QC purposes, the average of the two samples shall be used.

Recommending/Issuing Advisories. If the average of the one (or two) samples exceeds the Single Sample Maximum Density value of 104 cfu/100ml, an advisory shall be recommended to the local government contact(s). Sampling shall continue daily until the values are back below the standard. This includes weekends and summer holidays.

Public Advisory. If the Provider is a local government, the local government will be responsible for issuing a public advisory and advisory signs must be posted. Failure to post the signs will result in immediate termination of the contract.

If the Provider is not a local government, the GLO will notify the local government. The Provider may post the advisories signs if authorized by the local government.

VI. DATA ENTRY

The Provider through the Beach Watch Program’s data entry website (<https://s3.glo.texas.gov/beaches2009/login.cfm>) must submit sampling results. Data must be entered into the website within one hour of receiving the results. Only extenuating circumstances such as power outage or Internet connectivity problems will preclude this requirement. If extenuating circumstances

occur that preclude entering the data within one hour, the Provider shall notify the Beach Watch Coordinator by any means possible.

The Provider will complete a QA/QC weekly data check report and submit it to the TBW Project Manager through email by 10 am the day after results are submitted.

TBW QA/QC weekly data check		
Date		sample collection date
Number of samples collected		total
Number of samples in notification email		use the email that does not have highlighted colors to account for field dupes.
Missing Data		List of results not entered into database. Include Date, Site ID, result, and time collected
Duplicate data		List of results that need to be deleted. Include Site ID and Date

VII. DELIVERABLES

- Budget breakdown by category
Due Date: 09/30/2024
- Review Sign and Return QAPP
Due Date: 10/31/2024
- Inventory of signs. Include location and photos
Due Date: 11/31/2024
- Reimbursement requests
Due Date: Monthly
- Field Observation Forms
Due Date: Monthly

VIII. SPECIAL CONDITIONS

- This project must be completed as described in this Work Plan.
- The GLO must approve any changes in the Work Plan.
- The GLO must approve any budget category revisions per Exhibit 3.
- GLO and Texas Beach Watch logos, must be printed on education/outreach materials, signs, and clothing when referencing information from the Texas Beach Watch program.
- The contractor must coordinate with the GLO prior to issuing press releases, conducting media events, or otherwise engaging in any media related communications for this project

EXHIBIT 1

Sampling Schedule

Sampling Schedule**September 1, 2024 through August 31, 2025**

Sample Week	Sample	Event #		Sample Week	Sample	Event #
09/02/2024	Yes	1		03/03/2025	Yes	18
09/09/2024	Yes	2		03/10/2025	Yes	19
09/16/2024	Yes	3		03/17/2025	Yes	20
09/23/2024	Yes	4		03/24/2025	Yes	21
09/30/2024	Yes	5		03/31/2025	Yes	22
10/07/2024	Yes	6		04/07/2025	No	
10/14/2024	Yes	7		04/14/2025	Yes	23
10/21/2024	Yes	8		04/21/2025	No	
10/28/2024	Yes	9		04/28/2025	Yes	24
11/04/2024	Yes	10		05/05/2025	Yes	25
11/11/2024	No			05/12/2025	Yes	26
11/18/2024	Yes	11		05/19/2025	Yes	27
11/25/2024	No			05/26/2025	Yes	28
12/02/2024	Yes	12		06/02/2025	Yes	29
12/09/2024	No			06/09/2025	Yes	30
12/16/2024	Yes	13		06/16/2025	Yes	31
12/23/2024	No			06/23/2025	Yes	32
12/30/2025	No			06/30/2025	Yes	33
01/06/2025	Yes	14		07/07/2025	Yes	34
01/13/2025	No			07/14/2025	Yes	35
01/20/2025	Yes	15		07/21/2025	Yes	36
01/27/2025	No			07/28/2025	Yes	37
02/03/2025	No			08/04/2025	Yes	38
02/10/2025	Yes	16		08/11/2025	Yes	39
02/17/2025	No			08/18/2025	Yes	40
02/24/2025	Yes	17		08/26/2025	Yes	41
				08/30/2025	Yes	42

EXHIBIT 2

Field Observation Form



FIELD OBSERVATION FORM

Date: ____ / ____ / ____

Field Technician: _____

Laboratory Recipient: _____

Start Time

Time Delivered

End Time

Delivery Temperature

KEY

Water Surface: 1-Calm 2-Ripples 3-Chop 4-Swells 5-Other

Clarity: 1-Clear 2-Cloudy 3-Turbid

Water Color: 1-Md. Brown 2-Dk Brown 3-Red Brown 4-Green Brown
5-Yellow Brown 6-Blue Green 7-Blue

Tide: 1-High 2-Low 3-Ebb 4-Flood 5-Other

Trash: 1-Light 2-Medium 3-Heavy 0-None

Smell: 1-Sewage 2-Oily 3-Fishy 4-Rotten Egg 5-Other 0-None

Debris: 1- Shells 2-Dead Fish 3-Dead Crabs 4-Other(See Comments) 0-None

Sargassum: 1-Light 2-Medium 3-Heavy 0-None

Algae/Seaweed: 1-Light 2-Medium 3-Heavy 0-None

Rip Current: 1-Advisory 0- No Advisory (See Lifeguard Flags)

Field Observation Form

KEY

Water Surface:

1 Calm

2 Ripples

3 Chop

4 Swells

5 Other

Smell:

1 Sewage

2 Oily

3 Fishy

4 Rotten Egg

5 Other

6 None

Clarity:

1 Clear

2 Cloudy

3 Turbid

Debris:

1 Shells

2 Dead Fish

3 Dead Crabs

4 Other (See comments)

5 None

Water Color:

1 Md. Brown

2 D. Brown

3 Red Brown

4 Green Brown

5 Yellow Brown

Sargassum:

1 Light

2 Medium

3 Heavy

4 None

Tide:

1 High

2 Low

3 Ebb

4 Flood

5 Other

Rip Current:

1 Advisory

2 No Advisory (See Life guard flags)

Trash:

1 Light

2 Medium

3 Heavy

4 None

Algae/Seaweed:

1 Light

2 Medium

3 Heavy

4 None

SAMPLE SITE

BEACH SEGMENT ID

TIME COLLECTED

COLLECTION DEPTH

START TIME

ENTERO RESULTS

cfu / 100mL

END TIME

☐ ReSample

☐ DUP

COMMENTS

OBSERVATIONS

SIGNAGE PRESENT

☐ NO ☐ YES

SIGNAGE CORRECT

☐ NO ☐ YES

BEACH DEBRIS

#

PEOPLE

#

WEATHER

WATER TEMP

°F

ALG/SWD

#

DOGS

#

AIR TEMP

°F

SALINITY

ppt

SARGASSUM

#

BIRDS

#

WIND DIR

TURBIDITY

NTU

CRAB

#

JELLYFISH

#

WIND SPD

RAINFALL

FISH

#

SMELL

#

WATER SURF

24 HRS

TRASH

#

RIP CUR

#

TIDE

3 DAYS

WATER COLOR

7 DAYS

CLARITY

SAMPLE SITE

BEACH SEGMENT ID

TIME COLLECTED

COLLECTION DEPTH

START TIME

ENTERO RESULTS

cfu / 100mL

END TIME

☐ ReSample

☐ DUP

COMMENTS

OBSERVATIONS

SIGNAGE PRESENT

☐ NO ☐ YES

SIGNAGE CORRECT

☐ NO ☐ YES

BEACH DEBRIS

#

PEOPLE

#

WEATHER

WATER TEMP

°F

ALG/SWD

#

DOGS

#

AIR TEMP

°F

SALINITY

ppt

SARGASSUM

#

BIRDS

#

WIND DIR

TURBIDITY

NTU

CRAB

#

JELLYFISH

#

WIND SPD

RAINFALL

FISH

#

SMELL

#

WATER SURF

24 HRS

TRASH

#

RIP CUR

#

TIDE

3 DAYS

WATER COLOR

7 DAYS

CLARITY

SAMPLE SITE

BEACH SEGMENT ID

TIME COLLECTED

COLLECTION DEPTH

START TIME

ENTERO RESULTS

cfu / 100mL

END TIME

☐ ReSample

☐ DUP

COMMENTS

OBSERVATIONS

SIGNAGE PRESENT

☐ NO ☐ YES

SIGNAGE CORRECT

☐ NO ☐ YES

BEACH DEBRIS

#

PEOPLE

#

WEATHER

WATER TEMP

°F

ALG/SWD

#

DOGS

#

AIR TEMP

°F

SALINITY

ppt

SARGASSUM

#

BIRDS

#

WIND DIR

TURBIDITY

NTU

CRAB

#

JELLYFISH

#

WIND SPD

RAINFALL

FISH

#

SMELL

#

WATER SURF

24 HRS

TRASH

#

RIP CUR

#

TIDE

3 DAYS

WATER COLOR

7 DAYS

CLARITY

EXHIBIT 3

TBW Administrative and Financial Guidance

TEXAS BEACH WATCH ADMINISTRATIVE & FINANCIAL GUIDANCE

EPA-FUNDED PROJECTS

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**TEXAS BEACH WATCH
EPA-FUNDED PROJECT
ADMINISTRATIVE EXPECTATIONS**

Pre-Contract Execution

Work Plan Development

Upon notification of contract continuation in June 2024, the Texas General Land Office Texas Beach Watch program (TBW) project manager will begin working with **City of Corpus** to develop the work plan and budget. TBW will help ensure the project produces deliverables consistent with the BEACH Act of 2000.

As part of the work plan development, the TBW project manager will work with applicants to create a detailed budget narrative. The budget narrative is a breakdown of how the project intends to spend TBW funds under each budget category. **City of Corpus** will only be authorized to use project funds on items included in the budget narrative. If **City of Corpus** would like to use project funds on an item not included in the mutually agreed upon budget narrative once the project begins, the applicant will need to first request approval from the TBW project manager.

Please note, funding is not guaranteed for a TBW project until City of Corpus and TBW staff come to a mutually agreed upon work plan, budget narrative, all required supporting documentation is submitted, and a final contract is executed. If a project work plan cannot be agreed upon or if eligibility issues are uncovered during TBW staff review of the supporting documentation, the funding invitation will be withdrawn. The agreed upon work plan and budget narrative should not be altered or amended after receipt of the final funding notification to ensure timely execution of the grant award.

Contracting

TBW funds are available for use starting September 1, 2024. However, subrecipients cannot start work on their project until the GLO contract is fully executed, meaning all GLO and subrecipient signatures are secured. The GLO will not reimburse any work that occurs prior to the contract effective date.

The GLO strives to maintain uniformity and fairness in its treatment of all subrecipients. Using standard and unvarying language in contracts ensures each subrecipient is treated equitably and allows management of contracts to be streamlined and consistent. **The GLO will not accept revisions to the contract or its attachments, except as necessary to correct errors or accurately reflect legal requirements and limitations.**

Kick-Off Call

The GLO will host a kick-off call with the subrecipient in August 2024 to go over the project work plan, budget, deliverables, due dates, and project expectations prior to contract execution. Subrecipients are highly encouraged to ask questions and bring up concerns, as needed.

Subrecipient kick-off call attendees should include the project manager, the financial reporter and anyone else pertinent to the success of the project.

Post-Contract Execution

The GLO expects the subrecipient project manager to maintain clear and open communication with the TBW project management staff throughout the grant award period. Adhering to the project's timeframe (12-months) is paramount.

Subrecipient Grant Agreement

TBW grant funding is provided through the issuance of a binding and enforceable contract between the subrecipient and the GLO. This contract, called a subrecipient grant agreement, sets forth the terms and conditions of the grant to the subrecipient, and includes other contract documents governing the grant, such as the approved project work plan and budget.

The subrecipient is legally responsible for successfully completing each task and producing each project deliverable as specified in the approved work plan. If the funding amount approved for a task is underestimated, the subrecipient is responsible for providing any additional funding needed to complete the project as approved.

Reporting

TBW sample summary reports and reimbursement requests are due on or before the tenth day of the month following the reporting period. TBW sample summary reports should be completed on the provided standard template form, which includes a description of each task's status, major accomplishments for the reporting period, deliverable/milestone completion/submission dates, obstacles encountered, a description of plans for the next reporting period, and a list of personnel that worked on the grant activities during the reporting period. If a task has not started, this should be noted in the progress report. **Reimbursement request requirements are detailed below in the financial requirements.**

Subrecipients will submit TBW sample summary reports, deliverables, and reimbursement requests to the GLO via the vendorinvoices@glo.texas.gov and lucy.flores@glo.texas.gov monthly. Reporting frequency is determined by project and entity type. Reporting frequency requirements are denoted in the project work plan, which will be contained in Attachment A of the subrecipient grant agreement. Reimbursement requests must be submitted with progress reports every month or quarter, even if they contain a \$0 request.

Progress reports, deliverables and reimbursement requests should be submitted on or ahead of the date specified in the work plan. If a delay is anticipated, the subrecipient should email the TBW project manager notifying them of the impending delay.

Contract Amendments

Informal contract amendments are amendments that do not substantively change the project scope or outcome (e.g., changes to deliverable and task due dates within the 12-month contract period and budget revisions that do not increase or decrease the project budget). Subrecipients must submit a written request for an informal contract amendment to the GLO independent of routine progress reports. For budget revisions that do not change the overall budget, subrecipients must submit a completed Budget Amendment form. The form is available upon request.

Formal contract amendments include changes to the project scope, increases or decreases to the project budget, and extensions to the project duration beyond the 12-month contract period. For Subrecipients must submit a

written request with acceptable justification to the GLO for consideration at least 90 days prior to the expiration of the contract. Subrecipients may request a contract extension provided additional time is required for the successful completion of the

project and the term of the contract does not extend beyond the Federal Award period. Note, requests will be considered on a case-by-case basis and can potentially impact future funding considerations. Subrecipients must fulfill tasks as described in the subrecipient grant agreement as projects are awarded based on the information provided in the original application.

Substantive modifications to the contract tasks, budget, or deliverables may require EPA review and approval.

Acknowledgement of TBW Funds

Publications, materials, and permanent signage produced with grant funding must include the required acknowledgement statements as well as the EPA, GLO and TBW logos. Acknowledgement language is provided in the subrecipient grant agreement. Reports, papers, requests for proposals, and bid solicitations must provide the acknowledgement statement and the EPA, GLO and TBW logos on the front cover or title page of the document.

Performance Monitoring, Evaluations and Risk Assessment

To ensure compliance with expectations, GLO staff will provide the subrecipient with a “Project Monitoring and Review Timeline” at the beginning of the grant contract. The timeline will detail how TBW staff will review, audit, and assess a project’s compliance during the grant and provide information on the consequences of non-compliance. **Please note, adherence to this schedule can play a role in securing future grant funding.**

The GLO will perform quarterly project evaluations and annual risk assessments. These mechanisms will be used by GLO staff to identify contracts that may need additional monitoring and/or oversight and identify areas of risk. Additional monitoring activities may include telephone calls, meetings, desk reviews and site visits. Subrecipients will be notified in writing if non-compliance issues are identified during either the quarterly or annual reviews.

Site Visits

The GLO will conduct at least one site visit during the grant period for TBW projects. Subrecipients must provide the GLO or other agencies of the state or federal government reasonable access to the site for project monitoring.

Geographic Information Systems Data Products

Data, databases, and products associated with electronic Geographic Information Systems (GIS) that have been collected, manipulated, or purchased with TBW grant funds will be subject to all applicable terms of the Texas Administrative Code (TAC) Rule

§205.10, State Agency Geographic Information Standards
([texreg.sos.state.tx.us/public/readtac\\$sub.ListRegister?p_reg_id=288527](http://texreg.sos.state.tx.us/public/readtac$sub.ListRegister?p_reg_id=288527)).

Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this contract must be documented as specified in the Federal Geographic Data Committee's (FGDC) Content

Standard for Digital Geospatial Metadata (CSDGM). The federal metadata standard is available online at www.fgdc.gov/metadata/csdgm.

Any electronic spatial data collected, manipulated, or purchased with TBW grant funds and/or local match funds shall be transferred in a mutually acceptable GIS format, along with appropriate documentation. Non-spatial data deliverables (textual, spreadsheet, database, etc.) must be delivered in standard text, image, or database formats, and on mutually acceptable delivery media. All applicants are expected to comply with these guidelines. An applicant who cannot comply with these guidelines must provide a written justification detailing why an exception is warranted.

Intellectual Property

Subject to the rights of the federal government, the GLO will own, and the subrecipient must irrevocably assign to the GLO, all ownership right, title, and interest in and to all intellectual property acquired or developed by the subrecipient in connection with the TBW grant, 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 the subrecipient in connection with the TBW grant. The GLO will have the right to obtain and to hold in its name all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals. Subrecipients 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 such documents, as required to perfect the intellectual property rights granted to the GLO without any additional charge or expense.

Audit Compliance

Subrecipients who expend \$750,000 or more in federal awards during a fiscal year must obtain an annual audit and comply with audit requirements set forth in 2 C.F.R. Part 200, Subpart F. Subrecipients who are under this threshold must submit a completed Audit Reporting Form within 60 days of the end of their fiscal year. The Audit Reporting Form can be found attached to your contract. Entities, such as state agencies and institutions of higher education, subject to the statewide single audit are not required to submit the Audit Reporting Form.

All subrecipients are subject to audit. Subrecipients selected for audit must provide the GLO and other agencies of the state and federal government reasonable access to the project site and to project records. Project records and deliverables are subject to the state and federal administrative and audit regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200).

Period of Retention

Unless applicable federal laws or regulations specify a longer retention period, subrecipients are required by state law to retain project files for a seven-year period following the official grant award closeout date or until final audit resolution is reached. Following closeout, subrecipients will receive a letter from the GLO specifying the period of retention for the grant award.

EPA-FUNDED PROJECTS - FINANCIAL REQUIREMENTS

General Requirements

Financial Assistance Standard Terms and Conditions

Subrecipients must comply with the Department of Commerce Financial Assistance Standard Terms and Conditions, including the Office of Management and Budget (OMB) Uniform Guidance (2 C.F.R. Part 200) and all associated Terms and Conditions. Subrecipients should refer to 2 C.F.R. § 200.101(b)(1) to determine the applicability of 2 C.F.R. Part 200 and 2 C.F.R.

§ 200.330 (Subrecipient and contractor determinations) through § 200.332, (Subrecipient monitoring and management). The Standard Terms and Conditions is available on the GLO website.

Subrecipients should review and understand the subrecipient grant agreement requirements and all applicable state and/or federal assurances, certifications, OMB rules, Uniform Management Grant Standards and travel rules and guidelines, including the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)
- Assurances for Non-construction (SF-424B)/Construction Projects (SF-424D)
- Certifications regarding Debarment, Suspension, and other Responsibility Matters; Drug Free Workplace Requirements and Lobbying (CD-511)
- Certifications regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transactions (CD-512)
- State of Texas Travel Guidelines (TexTravel) - <https://fmxcpa.state.tx.us/fmx/travel/texttravel/index.php>

Invoices and Reimbursements

TBW is a reimbursement-based grant program. The subrecipient is expected to make the initial outlays for the project. The GLO will only reimburse the subrecipient for allowable, budgeted expenses. Any costs incurred prior to the effective date or after the termination or expiration of the subrecipient grant agreement are not eligible for reimbursement unless agreed upon by the GLO and **City of Corpus**. Payments are directly linked to grant performance and may be withheld if project schedules are not met and/or deliverables are not submitted.

Subrecipients are required to submit reimbursement requests and documentation for local and third-party match with the corresponding progress report on or before the 10th day of the month following the reporting period. Reimbursement requests should be submitted to Vendorinvoices@glo.texas.gov, Gloria.maynard@glo.texas.gov and Lucy.Flores@glo.texas.gov. If a subrecipient does not incur expenses during the reporting period, a \$0 invoice should still be submitted. For the final invoice, documentation for reimbursement requests must be submitted within 60 days from the date the expense is incurred.

Invoices must be submitted on the approved GLO forms. Subrecipients must include documentation that adequately supports the expenses. Documentation of direct costs must be acceptable to the GLO. Subrecipients should be set up for direct deposit for reimbursements.

Unallowable costs

Unallowable costs, as defined in 2 C.F.R. Part 200, Subpart E – Cost Principles, are ineligible for reimbursement. Unallowable costs include, but are not limited to, costs related to alcohol, contingency, entertainment, fundraising, sponsorship, tips, and any staff or program not directly related to TBW activities. The reimbursement of administrative costs is prohibited.

Withholding

To ensure completion of the project in accordance with the subrecipient grant agreement, the GLO may withhold an amount equal to five percent (5%) of the budget. Final disbursement will occur upon project completion and submission of final deliverables.

End of year balance

If at the end of the contract there is a surplus of funds in the **City of Corpus** designated TBW account. All funds must be used on TBW related expenses with GLO approval in preparation for the new year. The use of surplus funds may be used for the purchase of a TBW program vehicle, TBW vehicle maintenance, scientific equipment, supplies, etc.

TBW Budget Categories**Salary**

Salary includes the wages of the subrecipient's personnel working directly on the project. For reimbursement documentation, subrecipients are required to submit time sheets or another form of documentation from the payroll system for all subrecipient staff paid by the grant upon GLO request. Documentation must be acceptable to the GLO.

Fringe

Fringe benefits include allowances and services provided to employees by the subrecipient as compensation in addition to regular salaries and wages. Fringe benefits should be limited to no more than 35% of individual salaries and wages. For reimbursement documentation, subrecipients are required to submit time sheets or another form of documentation from the payroll system for all subrecipient staff paid by the grant upon GLO request. Documentation must be acceptable to the GLO.

Travel

Travel costs include expenses for transportation, lodging, subsistence, and related items incurred by employees traveling for project-related purposes. Subrecipients must claim actual expenses for travel not to exceed the maximum allowable rates. Reimbursement of per diem rates is not permitted. **Itemized receipts and proof of payment must be submitted for reimbursement documentation upon GLO request.**

Reimbursement for lodging, travel, and other incidental direct expenses must be limited to the rates established in the Texas Administrative Code and the State of Texas travel guidelines, *Textravel*. Additional information is available at <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/>. Lodging and meal reimbursement must not exceed the allowable U.S. General Services Administration per diem rates at <https://www.gsa.gov/travel/plan->

[book/per-diem-rates](#). Mileage rates must not exceed the allowable State rate at <https://fmxcpa.state.tx.us/fmx/travel/texttravel/rates/current.php>.

Travel-related expenses to attend specific meetings, conferences or events must be included in the subrecipient's mutually agreed upon budget narrative. If not included in the original budget narrative, the subrecipient must submit an acceptable justification and receive the TBW project manager's written approval prior to the travel.

Grant funds should only be spent on travel necessary to complete the goals and deliverables delineated in the project work plan. Travel should occur within Texas. Grant funds may be used to travel to one (1) out-of-state conference, meeting, or workshop. Out-of-state travel is limited to the contiguous United States and must be strongly justified and approved by the TBW project manager.

Supplies

Supplies include all personal property with an acquisition cost of less than \$5,000 per unit. Supplies must be purchased during the contract period for the purpose of implementing the project unless prior GLO approval was attained. Subrecipients must comply with 2 C.F.R., Part 200, Sec. 320 Methods of Procurement to be Followed when procuring supplies. Itemized receipts and proof of payment are required as reimbursement documentation.

Equipment

Equipment includes tangible, non-expendable personal property with a useful life of more than one year and an acquisition cost of more than \$5,000 per unit. Subrecipients must comply with 2 C.F.R., Part 200, Sec. 320 Methods of Procurement to be Followed when procuring equipment. Subrecipients are prohibited from purchasing equipment not included as a reimbursable item in the subrecipient grant agreement. Subrecipients must perform a lease versus purchase analysis to ensure it's more cost efficient to purchase the equipment rather than lease. Written approval must be received from TBW staff before an equipment purchase can be initiated. Itemized receipts and proof of payment are required as reimbursement documentation.

Subrecipients must retain title to, and possession of equipment purchased with grant funding unless the equipment is transferred to the GLO, upon written request by the GLO. The final request for reimbursement must include a list of all equipment purchased as part of the project, including the name of the manufacturer, the model number, and the serial number. Disposition of equipment must follow state and federal audit regulations.

Contractual

The contractual category includes all subrecipient subcontracts required, as determined by the subrecipient, to implement the project. This budget category would include "professional services" as defined in Texas Government Code Chapter 2254 (i.e., architects, landscape architects, land surveying, land appraisers), engineering contracts, construction contracts and university subawards. Per the TBW subrecipient grant agreement, these subrecipient subcontracts must comply with 2 C.F.R., Part 200, Sec. 320 Methods of Procurement to be Followed when procuring contractual services. Competitive bidding procedures must be followed as required and in all other cases when possible. Per State law, architectural and engineering services **cannot** be competitively bid and must be acquired using a Request for Qualifications.

Subrecipients must provide the GLO with a copy of each subcontract agreement and any subsequent amendments, including agreements with third-party contributors, within 10 business days after execution. Subrecipients must submit invoices and proof of payment (e.g., canceled checks or copies of bank statements) as reimbursement and match documentation.

A competitive bid process is required to establish a subcontract under the following circumstances:

- <\$50,000: no Request for Proposals/Qualifications required
- >\$50,000: Competitive Request for Proposals/Qualifications must be obtained from a minimum of 3 bidders for state agencies and state universities, state procurement rules apply, even when using federal funds (2 CFR 200.317). Applicable thresholds include:
- < \$10,000 - no Request for Proposals/Qualifications required - Can issue purchase order directly to vendor.
- < \$25,000 - informal Request for Proposals/Qualifications process required
- > \$25,000 - formal Request for Proposals/Qualifications process required

Other

Costs include any anticipated purchases excluded from all other budget categories, including printing, registration fees, equipment rental, student tuition, fleet vehicle use and volunteer time. Subrecipients must include itemized receipts or invoices for budgeted expenses and documentation (e.g., canceled checks or copies of bank statements) verifying the subrecipient has paid all invoices submitted for reimbursement or as match.

Vendor/Service Contracts: Vendors or goods and service contracts should be budgeted under the Other category. While not required per the TBW subrecipient grant agreement, these contractors should attempt to comply with 2 C.F.R., Part 200, Sec. 320 Methods of Procurement to be Followed, when possible, and adhere to the thresholds list in the Contractual section above.

Subrecipients must provide the GLO with a copy of each vendor/service contract agreement and any subsequent amendments, including agreements with third-party contributors, within 10 business days after execution. Subrecipients must submit invoices and proof of payment (e.g., canceled checks or copies of bank statements) as reimbursement and match documentation.

Computers and Computer Software: Subrecipients are prohibited from purchasing computer software not included as a reimbursable item in the subrecipient grant agreement. **Computers, accessories, and computer software cannot be purchased within the final three (3) months of a grant award.**

Salary and Tuition: Subrecipients may request reimbursement for both salary and/or wages and tuition costs earned by the same student working directly on the project.

Indirect and Allocated Direct Costs

Indirect and Allocated Direct costs include the costs of continuing operation as established by the Negotiated Indirect Cost Rate Agreement (NICRA) and the Cost Allocation Plan (CAP).

Reimbursement of these costs is prohibited.

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Corpus Christi	DATE SUBMITTED

CERTIFICATION REGARDING LOBBYING*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Corpus Christi

25-018-000-E709

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, <i>if known</i>: 	9. Award Amount, <i>if known</i>: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers		Information
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

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

1. Performing Agency represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Performing Agency nor the firm, corporation, partnership, or institution represented by Performing Agency, 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 Performing Agency.*
2. Performing Agency 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, Performing Agency 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 [Performing Agency] 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. Performing Agency 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, Performing Agency represents and warrants that it complies with the requirements of the state risk and authorization management program and Performing Agency 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), Performing Agency certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Performing Agency to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code,

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Performing Agency 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 Performing Agency's compliance with the required controls.

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

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Government Code, Chapter 2260, Subchapter B. In such event, Performing Agency 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 Performing Agency 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 Performing Agency 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 Performing Agency'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 Performing Agency. 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 Performing Agency. 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 Performing Agency 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. Performing Agency 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 Performing Agency: (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.

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15. If Chapter 2271 of the Texas Government Code applies to this Contract, Performing Agency 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. Performing Agency 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. Performing Agency 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, Performing Agency 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. Performing Agency 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, Performing Agency certifies that neither Performing Agency nor any person or entity represented by Performing Agency 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, Performing Agency 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 Performing Agency from providing free technical assistance.*
21. Performing Agency 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, Performing Agency 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, Performing Agency further represents and warrants that if a former employee of the GLO was employed by Performing Agency within one year of the employee's leaving the GLO, then such employee will not

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perform services on projects with Performing Agency 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, PERFORMING AGENCY, 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 PERFORMING AGENCY 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 PERFORMING AGENCY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING AGENCY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PERFORMING AGENCY 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, PERFORMING AGENCY, 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 PERFORMING AGENCY'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PERFORMING AGENCY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PERFORMING AGENCY, OR ANY OTHER ENTITY OVER WHICH PERFORMING AGENCY EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PERFORMING AGENCY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY

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

26. TO THE EXTENT ALLOWED BY LAW, PERFORMING AGENCY 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 PERFORMING AGENCY PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PERFORMING AGENCY'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PERFORMING AGENCY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PERFORMING AGENCY'S PERFORMANCE UNDER THE CONTRACT. PERFORMING AGENCY AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PERFORMING AGENCY SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PERFORMING AGENCY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING AGENCY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PERFORMING AGENCY 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 PERFORMING AGENCY OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PERFORMING AGENCY WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*
27. Performing Agency has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Performing Agency certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and

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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 Performing Agency and legally empowered to contractually bind Performing Agency 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, Performing Agency 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. Performing Agency 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. Performing Agency 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, Performing Agency 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, Performing Agency 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 Performing Agency within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Performing Agency 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

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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, Performing Agency 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 Performing Agency believes to be excepted from disclosure as "confidential" or a "trade secret," Performing Agency waives any and all claims it may make against the GLO for releasing such information without prior notice to Performing Agency. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Performing Agency 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, Performing Agency 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. Performing Agency 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 Performing Agency, in its performance of the Contract, has access to a state computer system or database, Performing Agency must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Performing Agency must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Performing Agency must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Performing Agency 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. Performing Agency 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 Performing Agency's business. Performing Agency acknowledges that such a vaccine or recovery requirement would make Performing Agency ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Performing Agency certifies that neither it nor its parent company, nor any affiliate of Performing Agency or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Performing Agency is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Performing Agency verifies that Performing Agency does not boycott energy companies and will not boycott energy companies during the term of the

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Contract. If Performing Agency does not make that verification, Performing Agency must notify the GLO and state why the verification is not required.*

42. If Performing Agency is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Performing Agency 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 Performing Agency does not make that verification, Performing Agency must notify the GLO and state why the verification is not required.*
43. If Performing Agency is a “professional sports team” as defined by Texas Occupations Code Section 2004.002, Performing Agency will play the United States national anthem at the beginning of each team sporting event held at Performing Agency’s home venue or other venue controlled by Performing Agency for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Performing Agency to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Performing Agency 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 Performing Agency and the Contract, in accordance with Section 552.372 of the Texas Government Code, Performing Agency 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 Performing Agency’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 Performing Agency’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 Performing Agency agrees that the Contract may be terminated if Performing Agency 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, Performing Agency, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Performing Agency compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Performing Agency 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 Performing Agency uses in its performance of the Contract that is

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produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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Certificate Of Completion

Envelope Id: 964A771B845243C3970BC105F8B39486

Status: Sent

Subject: RUSH \$140k New Contract: 25-018-000-E709 City of Corpus Christi (Texas GLO)

Source Envelope:

Document Pages: 56

Signatures: 0

Certificate Pages: 3

Initials: 8

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Envelopeld Stamping: Enabled

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Envelope Originator:

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IP Address: 99.190.128.57

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7/22/2024 1:14:25 PM

Holder: Clay Sebek

Clay.Sebek@glo.texas.gov

Location: DocuSign

Signer Events

Andres Dura

Andres.Dura@GLO.Texas.gov

Attorney

Security Level: Email, Account Authentication
(None)**Signature**Signature Adoption: Pre-selected Style
Using IP Address: 204.65.210.201**Timestamp**

Sent: 7/23/2024 11:37:40 AM

Viewed: 7/23/2024 11:40:18 AM

Signed: 7/23/2024 11:42:16 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lucy Flores

lucy.flores@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 204.65.210.236

Sent: 7/23/2024 11:42:19 AM

Viewed: 7/23/2024 11:46:20 AM

Signed: 7/23/2024 11:46:34 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jason Pinchback

jason.pinchback@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 204.65.210.243

Sent: 7/23/2024 11:46:37 AM

Viewed: 7/23/2024 11:47:06 AM

Signed: 7/23/2024 11:50:32 AM

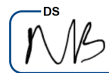
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Natalie Bell

Natalie.Bell@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 204.65.210.250





Sent: 7/23/2024 11:50:37 AM

Viewed: 7/23/2024 11:54:34 AM

Signed: 7/23/2024 11:54:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Angela Sunley angela.sunley@glo.texas.gov Sr. Director Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 204.65.210.245</p>	<p>Sent: 7/23/2024 11:54:43 AM Viewed: 7/23/2024 11:55:13 AM Signed: 7/23/2024 11:55:19 AM</p>
<p>David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.65.210.65</p>	<p>Sent: 7/23/2024 11:55:22 AM Viewed: 7/23/2024 11:56:49 AM Signed: 7/23/2024 11:56:59 AM</p>
<p>Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.205</p>	<p>Sent: 7/23/2024 11:57:03 AM Viewed: 7/23/2024 12:42:37 PM Signed: 7/23/2024 3:09:49 PM</p>
<p>Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.195</p>	<p>Sent: 7/23/2024 3:09:52 PM Viewed: 7/23/2024 4:34:41 PM Signed: 7/23/2024 4:34:46 PM</p>
<p>Dr. Fauzia Khan Fauziak@cctexas.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 7/23/2024 4:34:50 PM</p>
<p>Jennifer G. Jones Jennifer.Jones@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Clay Sebek clay.sebek@glo.texas.gov Team Lead, General Contracts Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/23/2024 11:37:38 AM
CMD Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/23/2024 11:37:38 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/23/2024 11:37:39 AM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/23/2024 11:37:39 AM
Denzel Otokunrin denzel@cctexas.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/23/2024 4:34:49 PM Viewed: 7/23/2024 4:38:02 PM
Payton Ray payton.ray@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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