



**INTERGOVERNMENTAL CONTRACT  
WORK ORDER DRIVEN  
GLO Contract No. 21-043-001**

THE GENERAL LAND OFFICE (“the GLO”) and CORPUS CHRISTI – NUECES COUNTY PUBLIC HEALTH DISTRICT (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for services (the “Contract”) pursuant to the provisions of Chapter 771 or 791 of the Texas Government Code, as applicable. This contract is funded through the U.S. Environmental Protection Agency under the Beaches Environmental Assessment and Coastal Health Act of 2000 (BEACH Act, PL 106-284).

**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, 771, and 791 of the Texas Government Code.

“[Attachment](#)” means documents, terms, conditions, or additional information physically attached to this Contract following the execution page or 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 A** and incorporated herein for all purposes.

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

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

“[General Affirmations](#)” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“[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.

“[Performing Agency](#)” (or Provider) means the State agency or local governmental entity performing the services described herein.

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

“[Provider Project Manager](#)” means the individual designated by Provider as Provider’s primary contact person with specific authority and responsibility to supervise and direct Provider’s duties and responsibilities, on Provider’s behalf, pursuant to this Contract, and who shall have decision-making authority with respect to the Project.

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

“[Quality Assurance Project Plan \(QAPP\)](#)” means the EPA-approved document describing in comprehensive detail the technical activities to be implemented to ensure the results of work performed will satisfy the stated performance criteria.

“[Receiving Agency](#)” (or the GLO) means the State agency or local governmental entity receiving the benefits of the services described herein.

“[Subcontractor](#)” means an individual or business that contracts 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.

“[Work Order](#)” means an individually negotiated document authorizing Work under this Contract, if any.

## **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, its Attachments, or any Work Order(s) 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, Attachment C; then Work Orders, with conflicts between Work Orders being resolved by giving precedence to the Work Order with the earliest effective date.

### **1.03 PROJECT**

Provider shall, in accordance with the Beach Watch Contract Work Plan attached hereto as Attachment C and as directed in Work Order(s) issued under this Contract, perform, or cause to be performed: collection and analysis of water samples from designated sampling stations in Aransas, Nueces, and San Patricio Counties, Texas; all procedures required by, and in accordance with, the 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 this Contract and all Attachments and any Work Order(s) issued under this Contract. Provider shall perform Project tasks in accordance with this Contract and the details in any Work Order(s) issued under this Contract.

### **1.04 WORK ORDERS**

- a) Multiple Work Orders may be issued during the term of this Contract, all of which shall be in writing and signed by the parties. Each Work Order may include a scope of services; a list of tasks; a schedule for completion of work; a list of any Deliverables and their due dates; a budget; and other information or special conditions necessary to describe the Work. Each Work Order shall become an Attachment hereto upon final execution, with this Contract and all Attachments thereafter being referred to collectively as the “Contract.”

- b) Nothing in this Contract expresses or guarantees that the GLO will issue Work Orders to Provider for any of the tasks set forth in **SECTION 1.03** above. All Work under this Contract will be required on an irregular and as-needed basis throughout the Contract term. The GLO makes no guarantee of volume or usage under this Contract.

**1.05 REPORTING AND DOCUMENTATION REQUIREMENTS**

Provider shall submit reports and documentation in accordance with each Work Order and the QAPP.

**II. TERM**

**2.01 DURATION**

This Contract shall be effective as of the earlier of September 1, 2020 or the date of last signature and shall terminate on August 31, 2025. The Parties may extend the term of this Contract by mutual written agreement.

**2.02 EARLY TERMINATION FOR CONVENIENCE**

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

**2.03 TERMINATION FOR CAUSE**

If Provider abandons work, defaults on the Contract, or breaches a material term of the Contract and fails to cure such abandonment, default, or breach within 30 days after receiving written notice of same from the GLO, the GLO may terminate the Contract without further notice. Such termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

**III. CONSIDERATION**

**3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

The GLO will compensate Provider, per Work Order, in accordance with the budget in each Work Order.

**3.02 TRAVEL**

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.

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 scope of services in the Work Order.

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.**

### 3.02 INVOICES

Invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov with a copy to lucy.flores@glo.texas.gov
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display 21-043-001 and the related GLO Work Order number.**

The GLO will reimburse Provider in accordance with Texas Government Code Chapter 771 or 791, as applicable. Provider may invoice not more often than monthly. If Provider does not submit invoices in strict accordance with the instructions in this section, 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. REPRESENTATION OF AUTHORITY, AFFIRMATIONS, AND ASSURANCES**

### 4.01 REPRESENTATION OF AUTHORITY

Provider, warrants that: (1) it has authority to perform the services described herein and in any Work Order issued hereunder under authority granted in Texas Government Code Chapter 771 or 791, as applicable; 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 under authority granted in Texas Government Code Chapter 771 or 791, as applicable; 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 B**, 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 A**, 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, pertaining to 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, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- b) Furthermore, any claim by Provider for damages under this Contract may not exceed 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 FEDERAL FUNDING**

This Contract will be paid for with Federal funds and will be managed by the GLO in accordance with federal and state law. This contract is not a sub-recipient agreement but a subcontract. The Provider is providing a service within normal business operations; is not responsible for programmatic decision-making but is providing a service ancillary to the operation by the GLO of the Beach Watch program; and is not subject to compliance requirements of the Federal program beyond the scope of the service they are providing under this Contract.

### **5.03 MINORITY AND WOMEN'S BUSINESSES**

Provider, and any potential subcontractors, shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

### **5.04 RECAPTURE OF FUNDS**

The discretionary right of the GLO to terminate for convenience under SECTION 2.02 notwithstanding, 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.

### **5.05 OVERPAYMENT**

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

## **VI. OWNERSHIP, INTELLECTUAL PROPERTY AND THIRD-PARTY RELIANCE**

### **6.01 OWNERSHIP**

The GLO and Provider shall jointly own, without limitation, all right, title, and interest in all reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed under this Contract with each party having an unlimited right to access and use, and authorize or license third parties to access and use, all such information and materials without the necessity of obtaining authorization from the other party and without expense, charge, or accounting to the other party.

### **6.02 INTELLECTUAL PROPERTY**

- a) The GLO and Provider shall retain, both during and after the term of this Contract, exclusive ownership of all rights, title, and interest in and to, their respective pre-existing Intellectual Property as of the effective date of this Contract, and the parties agree and acknowledge that this Contract will not be interpreted or deemed as causing the parties to become joint owners of any such pre-existing Intellectual Property.
- b) The Parties to this Contract expressly agree that the GLO, the State of Texas, and the U.S. Government each has the right to use, reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes any and all reports, drafts of reports, data, drawings, computer programs, codes and any other work associated with this Contract, and exercise any intellectual property rights, without obtaining authorization from the other party and without expense, charge, or accounting to the other party.
- c) The Provider may obtain intellectual property rights for any work that is subject to intellectual property rights and was developed, or for which ownership was purchased, under this Contract, only if the GLO, the State of Texas, and the U.S. Government are granted a worldwide, royalty free, non-exclusive, fully paid-up, and irrevocable license to reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes any and all reports, drafts of reports, data, drawings, computer programs, codes and or any other work associated with this Contract,
- d) 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 required to perfect the rights granted to the GLO and the State of Texas herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.
- e) The Contract in no way creates an obligation on behalf of the GLO, the State of Texas, or the U.S. Government to obtain or enforce any intellectual property right that may be created 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 agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning Work under this Contract without the prior written consent of the GLO.

#### **7.05 PUBLIC RECORDS**

The GLO may post this Contract and the Solicitation Response on its website. Information related to his Contract and its performance may be subject to the Public Information Act and will be withheld or disclosed in accordance therewith. Provider shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Provider shall make any information required under the Public Information Act available to the GLO in portable document file (“.pdf”) format or any other format agreed between the parties. By failing to mark as “confidential” or a “trade secret” any information Provider believes to be excepted from public disclosure, Provider waives all claims it may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify the GLO’s Office of General Counsel within twenty-four hours of Provider’s receipt of any third party written requests for information, and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov).

### **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.

#### **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. Notwithstanding this provision, it is mutually understood and agreed that 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**

Nueces County Public Health District  
1702 Horne Road  
Corpus Christi, Texas 78416  
Attention: Beach Watch Project Manager

Notice given in any other manner shall be deemed effective only 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 MODIFICATION**

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. Provider acknowledges that this Contract is effective for the term specified in the Contract. 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 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; third-party reliance; 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; 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.

**8.14 CLEAN AIR ACT; FEDERAL WATER POLLUTION CONTROL ACT**


Provider must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

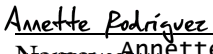
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. 21-043-001**

**GENERAL LAND OFFICE**


**CORPUS CHRISTI – NUECES COUNTY  
PUBLIC HEALTH DISTRICT**


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


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\_\_\_\_\_  
Name: Annette Rodriguez  
Title: Health Director


Date of execution: 8/31/2020

Date of execution: 10/9/2020


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
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**ATTACHMENTS TO THIS CONTRACT:**

- ATTACHMENT A – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT B – GENERAL AFFIRMATIONS**
- ATTACHMENT C – BEACH WATCH CONTRACT WORK PLAN**

**ATTACHMENTS FOLLOW**

**ASSURANCES – NON-CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0007  
Expiration Date: 02/28/2022

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 costs) 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 non-discrimination 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 and 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 the 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  DocuSigned by: 	TITLE  Health Director
APPLICANT ORGANIZATION  Nueces County Public Health District	DATE SUBMITTED  10/9/2020

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\****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

Nueces County Public Health District

21-043-001

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Annette Rodriguez

Health Director

SIGNATURE  
DocuSigned by:

DATE

10/9/2020

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\* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.



**Disclosure of Lobbying Activities**Complete 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: 02/28/2022

<b>1. *Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. *Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. *Report Type:</b> a. initial filing _____ b. material change
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Name: _____ Street 1: Street 2: City: _____ State: _____ Zip: _____ Congressional District, <i>if known</i> :	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  Congressional District, <i>if known</i> :	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, <i>if known</i>:</b>	<b>9. Award Amount, <i>if known</i>:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>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.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> 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.

1. 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.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup 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 last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. 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 for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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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 (4040-0013), Washington, DC 20503.

### **General Affirmations**

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

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, 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 Provider.
2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, regardless of when the debt or delinquency arises.
8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider 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 Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
  - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or

settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
  13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
  14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
  15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date

of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider 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, Provider 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 Provider from providing free technical assistance.
18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider 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, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, 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 PROVIDER 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 PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, 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 PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, PROVIDER 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 PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE

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

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.



28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance

with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Provider 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 Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Provider agrees that the Contract can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Provider 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.

## Beach Watch Contract Work Plan

### 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 **Corpus Christi-Nueces County Public Health District** (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](mailto: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 Provider 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](http://www.texasbeachwatch.com) or accessed directly at <http://cgis.glo.texas.gov/Beachwatch/docs/QAPP2020-2021.pdf>.

### 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, Provider shall collect samples for **Aransas County, Nueces County, and San Patricio County** over **38** sampling weeks a year.

**Sampling Depth.** Provider must sample at a depth of approximately two feet (~2 ft.). The two-foot sampling depth will apply unless:

- The majority of recreational activity occurs at a depth significantly different than two feet, in which case Provider may collect samples at the location of greatest swimmer activity; or
- The two-foot sampling depth occurs more than 50 meters from shore, measured from the approximate water line at the time of sampling, in which case Provider may collect samples at 50 meters from shore or at the location of greatest swimmer activity.

**Sampling Schedule.** Exhibit 1 lists the weeks when sampling must be conducted. Provider must collect samples on Mondays or Tuesdays. If Provider cannot collect samples on a Monday or Tuesday, Provider

may collect samples on a Wednesday. 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, upon prior written approval from the Beach Watch Coordinator.

### 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- $\beta$ -D-Glucoside Agar (mEI) July 2006 (<http://www.epa.gov/waterscience/methods/method/biological/1600.pdf>) or the IDEXX Enterolert™ system. The entity performing laboratory testing 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.

### 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 with a capacity between 125 and 1000 milliliters (ml) to allow for adequate sample mixing. Polypropylene bottles are recommended as they may be autoclaved and will keep sample costs down.
- Ice packs to keep samples cool
- Waterproof adhesive labels for sample bottles
- 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, with the invoice reimbursement request.

**Sample Collection Training.** Provider shall ensure trained individuals perform the collection of samples. Within 15 days after Contract execution, Provider must submit a brief description of the training of the individuals 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. 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.
3. 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.
4. 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.
5. 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.
6. Remove the bottle from the water body.
7. 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.]
8. Tightly close the stopper and label the bottle.
9. 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.
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 <math><10^{\circ}\text{C}</math> 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. 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, Provider must deliver the samples 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 packs may be added during the course of the sampling day.

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

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 (e.g., sargassum, dead fish, flood debris)
- Debris on beach (e.g., 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 Provider must issue a public advisory and post advisory signs. If Provider fails to post advisory signs, in the GLO may immediately terminate 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 must submit sampling results through the Beach Watch Program's data entry website (<https://s3.glo.texas.gov/beaches2009/login.cfm>). Data must be entered into the website within two hours 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 two hours, the Provider shall notify the Beach Watch Coordinator by any means possible.

#### **VII. SPECIAL CONDITIONS**

1. This project must be completed as described in this work plan.
2. The GLO must approve any changes in the scope of work and budget requests that change the total project cost.
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.
4. The Provider must coordinate with the GLO prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this Project.

## Certificate Of Completion

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Certificate Pages: 4	Initials: 7
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	Austin, TX 78701
	lance.white@glo.texas.gov
	IP Address: 72.133.103.179


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## Signer Events

Ben Bellomy  
ben.bellomy@glo.texas.gov  
Attorney  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

## Signature




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Lucy Flores  
lucy.flores@glo.texas.gov  
Texas General Land Office  
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**Electronic Record and Signature Disclosure:**  
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Angela Sunley  
angela.sunley@glo.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication (None)




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Melissa Porter  
melissa.porter@glo.texas.gov  
Texas General Land Office  
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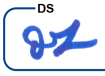


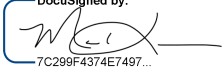



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<p>Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 104.15.130.4</p>	<p>Sent: 8/31/2020 3:23:01 PM Viewed: 8/31/2020 3:35:41 PM Signed: 8/31/2020 3:40:14 PM</p>
<p>Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 174.197.18.215</p>	<p>Sent: 8/31/2020 3:40:18 PM Viewed: 8/31/2020 3:41:27 PM Signed: 8/31/2020 3:41:36 PM</p>
<p>Mark A. Havens mark.havens@glo.texas.gov Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 162.193.135.244 Signed using mobile</p>	<p>Sent: 8/31/2020 3:41:40 PM Viewed: 8/31/2020 8:16:44 PM Signed: 8/31/2020 8:16:53 PM</p>
<p>Annette Rodriguez annetter@cctexas.com Health Director Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 24.155.142.154</p>	<p>Sent: 8/31/2020 8:16:57 PM Viewed: 9/8/2020 12:26:45 PM Signed: 10/9/2020 5:02:02 PM</p>
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Certified Delivered	Security Checked	10/9/2020 5:02:19 PM
Signing Complete	Security Checked	10/9/2020 5:02:19 PM
Completed	Security Checked	10/9/2020 5:02:19 PM

Payment Events	Status	Timestamps
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