



**COASTAL EROSION PLANNING AND RESPONSE ACT  
PROJECT COOPERATION AGREEMENT  
GLO CONTRACT No. 18-296-000-A962  
CEPRA/GOMESA PROJECT No. 1643**

This project cooperation agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (the “GLO”) and the **PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON**, Vendor Identification Number 1742924909, the Qualified Project Partner (“QPP”), each a “Party” and collectively “the Parties,” under the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613 (“CEPRA” or the “Act”) and the Gulf of Mexico Energy Security Act of 2006 (109<sup>th</sup> Congress 2005-2006) (GOMESA) for CEPRA/GOMESA Project No. 1643, entitled, “Babe’s Beach - Beach Nourishment and Beneficial Use of Dredged Material.”

**ARTICLE 1 – GENERAL PROVISIONS**

**1.01 PURPOSE**

The purpose of this Contract is to set forth the terms and conditions of the cooperation of QPP in a CEPRA/GOMESA project managed and funded by the GLO and QPP.

**1.02 CONTRACT DOCUMENTS**

The GLO and QPP hereby agree that this Contract, the following documents, and listed documents, which are incorporated herein for all purposes in their entirety, shall govern the Contract:

- ATTACHMENT A: PROJECT WORK PLAN AND BUDGET**
- ATTACHMENT B: PROJECT LOCATION MAP(S)**
- ATTACHMENT C: GENERAL AFFIRMATIONS**

**1.03 DEFINITIONS**

“Account” means the coastal erosion response account as defined in Section 33.604 of the Texas Natural Resources Code.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or incorporated by reference, as if physically attached.

“Budget” means the budget for the Project, as detailed in the Project Work Plan and Budget in **Attachment A**, attached hereto and incorporated herein for all purposes.

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

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference.

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

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment C**, attached hereto and incorporated herein for all purposes, which, to the extent they apply, QPP affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“GOMESA” means the Gulf of Mexico Energy Security Act of 2006 (109<sup>th</sup> Congress 2005-2006).

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Project” means the activities described in **SECTION 2.01** and detailed in the Work Plan in **Attachment A** of this Contract.

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

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

“Qualified Project Partner” or “QPP” means the Galveston Island Park Board of Trustees.

“Work Plan” means the methodology, means, and manner in which the Project shall be accomplished, as detailed in **Attachment A**.

#### **1.04 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. Each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms;
- h) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it;
- i) Time is of the essence in this Contract;
- j) If this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract, then attachments to the Contract in this order: Attachment A, Attachment B, and Attachment C.

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## ARTICLE 2 – SCOPE OF PROJECT

### 2.01 PROJECT REQUIREMENTS

The Parties agree to share the incremental cost associated with the U.S. Army Corps of Engineers (USACE) Galveston Seawall 61<sup>st</sup> to 103<sup>rd</sup> street beneficial use of dredge material beach nourishment event in CEPRA Cycle 10 (the “Project”). The Project area is depicted on the Project Location Map(s), attached hereto and incorporated herein in their entirety for all purposes as **Attachment B**. The Parties shall complete the Project in accordance with the Contract, Project Work Plan and Budget in **Attachment A**, and the General Affirmations in **Attachment C**.

The Work Plan or Budget may be amended by written agreement of the Parties if initiated by the GLO or by QPP’s submission of a written request and detailed justification to the GLO Project Manager listed in **SECTION 2.02**. Amendments to the Work Plan or Budget may delay performance of the Project. **Any costs incurred while awaiting approval of Amendments requested by QPP are the responsibility of QPP.**

### 2.02 PROJECT MANAGERS

The designated Project Managers for this Project are:

#### **GLO**

Kevin Frenzel, Project Manager  
Texas General Land Office  
Coastal Resources Division  
P. O. Box 12873  
Austin, TX 78711-2873  
TEL: (512) 463-2482  
E-mail: [Kevin.Frenzel@GLO.TEXAS.GOV](mailto:Kevin.Frenzel@GLO.TEXAS.GOV)

#### **QPP**

Kelly de Schaun, Executive Director  
Park Board of Trustees of the City of Galveston  
P.O. Box 1080  
Galveston, TX 77550  
TEL: (409) 797-5141  
E-mail: [kdeschaun@galvestonparkboard.org](mailto:kdeschaun@galvestonparkboard.org)

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### ARTICLE 3 - TERM

#### 3.01 DURATION

This Contract shall be effective as of the date executed by the last Party and shall terminate upon completion of the Project, in the sole determination of the GLO, or on December 31, 2019, whichever occurs first. The Parties may extend this Contract, upon mutual written agreement. QPP acknowledges that this Contract is effective for the time specified herein. **QPP assumes sole risk for any work QPP performs outside the effective term of this Contract.**

#### 3.02 EARLY TERMINATION

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

#### 3.03 ABANDONMENT OR DEFAULT

If QPP defaults on the Contract, the GLO reserves the right to terminate the Contract without notice.

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## ARTICLE 4 – FUNDING

### 4.01 TOTAL PROJECT BUDGET

The Parties will pay all expenses associated with the performance of this Contract in accordance with the Budget in **Attachment A**, in an amount not to exceed **TEN MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$10,500,000.00)**.

The Project Budget consists of the federal in-kind contribution USACE will provide, and the non-federal incremental cost the Parties will provide. The federal in-kind contribution is estimated to be **FOURTEEN MILLION DOLLARS (\$14,000,000.00)**. The non-federal incremental cost is estimated to be **TEN MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$10,500,000.00)**.

### 4.02 GOMESA ACCOUNT

The total amount to be expended by the GLO from the GOMESA Account will not exceed **SEVEN MILLION, SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$7,750,000.00)**. The GLO shall pay approximately 75% of the non-federal incremental cost of the Project.

### 4.03 QPP CONTRIBUTION

QPP shall provide a total of **TWO MILLION, SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000.00)** as Partner Match towards the Project Budget.

QPP shall submit the match payment within thirty (30) days of receipt of the GLO's written request for reimbursement, which the GLO may deliver by electronic mail or regular mail. All Partner Match requirements must be accounted for before the expiration of this Contract. QPP may not use costs it incurs before the effective term of this Contract or not in accordance with the Budget in **Attachment A** to offset QPP's portion of the Partner Match.

QPP shall pay approximately 25% of the non-federal incremental cost of the Project.

### 4.04 PARTNER MATCH

The Act requires QPP to provide matching funds for not less than 25% of shared Project costs. The Act's requirement is satisfied by the Partner Match, which includes amounts the QPP will contribute under **SECTION 4.03**.

If the final non-federal incremental cost, as determined by the USACE, is expected to be different than the estimated cost described herein, the Parties may amend the Contract to reflect the final budget and the allocation of the final non-federal incremental cost between the Parties based on the agreed upon percentages specified in **SECTIONS 4.02** and **4.03**.

Partner match payments shall prominently display "GLO Contract No. **18-296-000-A962**." QPP shall submit its Partner Match to the GLO with supporting documentation in the same manner as requests for reimbursement, in accordance with the instructions set forth in **SECTION 4.06**.

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**4.05 ALTERNATIVE SOURCE FUNDING**

The Parties shall cooperate to investigate and secure funding from sources other than the Account for the project and its maintenance. QPP may use alternative funding sources it acquires during the effective term of this Contract to meet the Partner Match.

**4.06 PARTNER MATCH**

QPP shall submit its Partner Match to the GLO at the following address:

GLO – For Partner Match  
Texas General Land Office  
Coastal Erosion Planning and Response Act (CEPRA)-Match  
Gulf of Mexico Energy Security Act of 2006 (109<sup>th</sup> Congress 2005-2006)-Match  
Mail Code 151  
P.O. Box 12873  
Austin, TX 78711-2873  
Attn: Geneva Castro, Financial Management

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## ARTICLE 5 - STATE 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 VII, 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 QPP for damages under this Contract may not exceed the amount of funds due and owing QPP or the amount of funds appropriated for payment, but not yet paid to QPP, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

### 5.02 RECAPTURE OF FUNDS

The discretionary right of the GLO to terminate for convenience under **SECTION 3.02** notwithstanding, the GLO may terminate the Contract and recapture and be reimbursed for any payments the GLO makes that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

### 5.03 OVERPAYMENT

QPP shall be liable to the GLO for any costs disallowed pursuant to audit(s) of funds QPP receives under this Contract. QPP shall reimburse such disallowed costs from funds which were not made available to QPP under this Contract.

### 5.04 GENERAL AFFIRMATIONS

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

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## ARTICLE 6 – RECORDS, INSPECTION AND AUDIT, RETENTION, PUBLIC INFORMATION AND CONFIDENTIALITY

### 6.01 BOOKS AND RECORDS

QPP 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 QPP's compliance with this Contract and all applicable laws, rules, and regulations.

### 6.02 INSPECTION AND AUDIT

- a) All records related to this Contract, including records of QPP and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **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.** QPP shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through QPP and the requirement to cooperate is included in any subcontract it awards.
- c) State agencies authorized to audit and inspect QPP, its records, subcontractors, and subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect QPP, its records, subcontractors, and subcontractors' records include: the relevant federal agency(ies), the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

### 6.03 PERIOD OF RETENTION

Each Party shall retain in its records this 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.

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#### **6.04 CONFIDENTIALITY**

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

#### **6.05 PUBLIC RECORDS**

The GLO may post this Contract and the Solicitation Response on its website. Information related to this Contract and its performance may be subject to the Public Information Act and will be withheld or disclosed in accordance therewith. QPP 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. QPP 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 QPP believes to be excepted from public disclosure, QPP waives all claims it may make against the GLO for releasing such information without prior notice to QPP. QPP shall notify the GLO’s Office of General Counsel within twenty-four hours of QPP’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).

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## ARTICLE 7 - INTELLECTUAL PROPERTY

### 7.01. OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and QPP hereby irrevocably assigns to the GLO, all ownership right, title, and interest in and to all Intellectual Property acquired or developed by QPP pursuant to this Contract, including without limitation all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by QPP under this Contract. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- (b) QPP must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute such documents, as required to perfect the rights granted to the GLO herein without any charge or expense beyond the stated amount payable to QPP for the services authorized under this Contract.

### 7.02 COPYRIGHT

- (a) QPP agrees and acknowledges that all expressive content subject to copyright protection, including without limitation all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by QPP pursuant to this Contract (individually, a "Work," and collectively the "Works"), will be made the exclusive property of the GLO. QPP acknowledges that each Work is a "work made for hire" under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.
- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, QPP hereby irrevocably assigns to the GLO ownership of all right, title and interest in and to the Works or such portion of any Work, including without limitation the entire and exclusive copyright in the Works and all rights associated with the copyright, including but not limited to reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.
- (c) QPP must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO defined herein without any charge or expense beyond the stated amount payable to QPP for the services authorized under this Contract.

### 7.03 PUBLICATION

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

## ARTICLE 8 - MISCELLANEOUS PROVISIONS

### 8.01 INSURANCE

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

### 8.02 LEGAL OBLIGATIONS

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

### 8.03 TAXES, WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE

- a) QPP shall be solely liable and responsible for payment of QPP's and QPP's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. QPP shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to QPP or its officers, agents, employees, representatives, contractors, assignees, designees, subcontractors, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- b) QPP shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Work Orders issued under the Contract. QPP and the GLO shall furnish timely written notice to each other of any such claim. QPP shall be liable to pay all costs of defense including attorneys' fees. QPP shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with QPP in any suit. QPP may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

### 8.04 INDEMNITY

QPP shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of QPP or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, order fulfillers, or suppliers of

contractors or subcontractors in the execution or performance of the Contract and any Work Orders issued under the Contract. QPP and the GLO shall furnish timely written notice to each other of any such claim. QPP shall be liable to pay all costs of defense including attorneys' fees. QPP shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with QPP in any suit. QPP may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

## **8.05 INFRINGEMENT**

- a) QPP shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Work Orders issued under the Contract. QPP and the GLO shall furnish timely written notice to each other of any such claim. QPP shall be liable to pay all costs of defense including attorneys' fees. QPP shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with QPP in any suit. QPP may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.
- b) QPP shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without QPP's written approval, (iii) any modifications made to the product by the QPP pursuant to Customer's specific instructions, or (iv) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- c) If QPP becomes aware of an actual or potential claim, or the GLO provides QPP with notice of an actual or potential claim, QPP shall, at QPP's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

## **8.06 RELATIONSHIP OF THE PARTIES**

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

insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

**8.07 COMPLIANCE WITH OTHER LAWS**

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

**8.08 NOTICES**

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

**If to the GLO:**

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

**If to QPP:**

The Park Board of Trustees of the City of Galveston  
P.O. Box 1080  
Galveston, TX 77550  
Attention: Kelly de Schaun - Executive Director

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

**8.09 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. QPP irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Contract shall be construed as a waiver of sovereign immunity by the GLO.**

**8.10 DISPUTE RESOLUTION**

QPP shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for QPP to suspend

performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it.

#### **8.11 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

#### **8.12 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

#### **8.13 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by QPP within thirty (30) days of receipt, the GLO may declare this Contract null and void, in its sole discretion.

#### **8.14 SEVERABILITY**

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

#### **8.15 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either 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, at its sole discretion, terminate this Contract immediately upon written notification to QPP.

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

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; warranties; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any QPP claim for damages to the amount of funds appropriated for payment but not yet paid to QPP; recapture of funds; ownership; intellectual property; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; QPP's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for QPP or any of its subcontractors for the performance of this Contract; indemnity; infringement; subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. 18-296-000-A962  
CEPRA/GOMESA PROJECT NO. 1643**

**GENERAL LAND OFFICE**

**PARK BOARD OF TRUSTEES OF THE CITY  
OF GALVESTON**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

OGC BB

Div KZ

DIR mp

DD oz

SDD GP

DGC MB

GC JG

**ATTACHMENTS TO THIS CONTRACT:**

- ATTACHMENT A: PROJECT WORK PLAN AND BUDGET**
- ATTACHMENT B: PROJECT LOCATION MAP(S)**
- ATTACHMENT C: GENERAL AFFIRMATIONS**

**ATTACHMENTS FOLLOW**

**BABE'S BEACH BN  
AND BENEFICIAL USE OF DREDGED MATERIAL  
CEPRA PROJECT No. 1643  
WORK PLAN**

1. To address erosion on the Galveston Seawall west of 61<sup>st</sup> to 103<sup>rd</sup> St. beach, the GLO shall:
  - a. Expend from the GOMESA account an amount not to exceed \$7,750,000.00.
  - b. Identify, document, and confer with the US Army Corps of Engineers (USACE) and Qualified Project Partner on the exact location and extent of the project area.
  - c. Contract with the USACE to beneficially use material dredged from the Galveston Ship Channel for beach nourishment and establish the non-Federal incremental cost for placement of dredged material to nourish an extent of beach identified and agreed upon between the USACE, GLO and QPP by executing a Support Agreement with the USACE.
  - d. Estimate total project costs and specifics of cost-sharing requirements.
  - e. Provide the full amount of funding to the USACE up-front for the non-Federal incremental cost for the placement of dredged material in front of the Galveston Seawall west between 61<sup>st</sup> and 103<sup>rd</sup> St.
  - f. Provide 75 % cost-sharing of the non-Federal incremental cost for the placement of dredged material in front of the seawall.
  - g. Provide financial point of contact
  - h. Comply with all federal, state, and local regulations, where applicable.
  
2. To address erosion on the Galveston Seawall beach west of 61<sup>st</sup> to 103<sup>rd</sup> St., the Qualified Project Partner shall:
  - a. Provide \$2,750,000.00 on a reimbursement basis to the GLO, as the 25% cost-share match on the incremental non-Federal cost for the placement of dredged material in front of the seawall, due to the GLO within thirty (30) days after GLO request for payment.
  - b. Confer and cooperate with the USACE and GLO on the exact location and extent of the project area.
  - c. Document local support (local associations, foundations, and others).
  - d. Provide financial point of contact.
  - e. Comply with all federal, state and local regulations, where applicable.

**BUDGET**  
**BABE'S BEACH - BEACH NOURISHMENT WITH BENEFICIAL USE**  
**OF DREDGE MATERIAL**

**CEPRA PROJECT NO. 1643**

**PROJECT COSTS**

<b>CONTRACTUAL</b>	<b>AMOUNT</b>
Task 1. Cost of Dredging for the Beneficial Use of Dredge Material	\$24,500,000.00
Subtotal	<b>\$24,500,000.00</b>
<b>TOTAL PROJECT COST NOT TO EXCEED</b>	<b>\$24,500,000.00</b>

**COST SHARING SUMMARY**

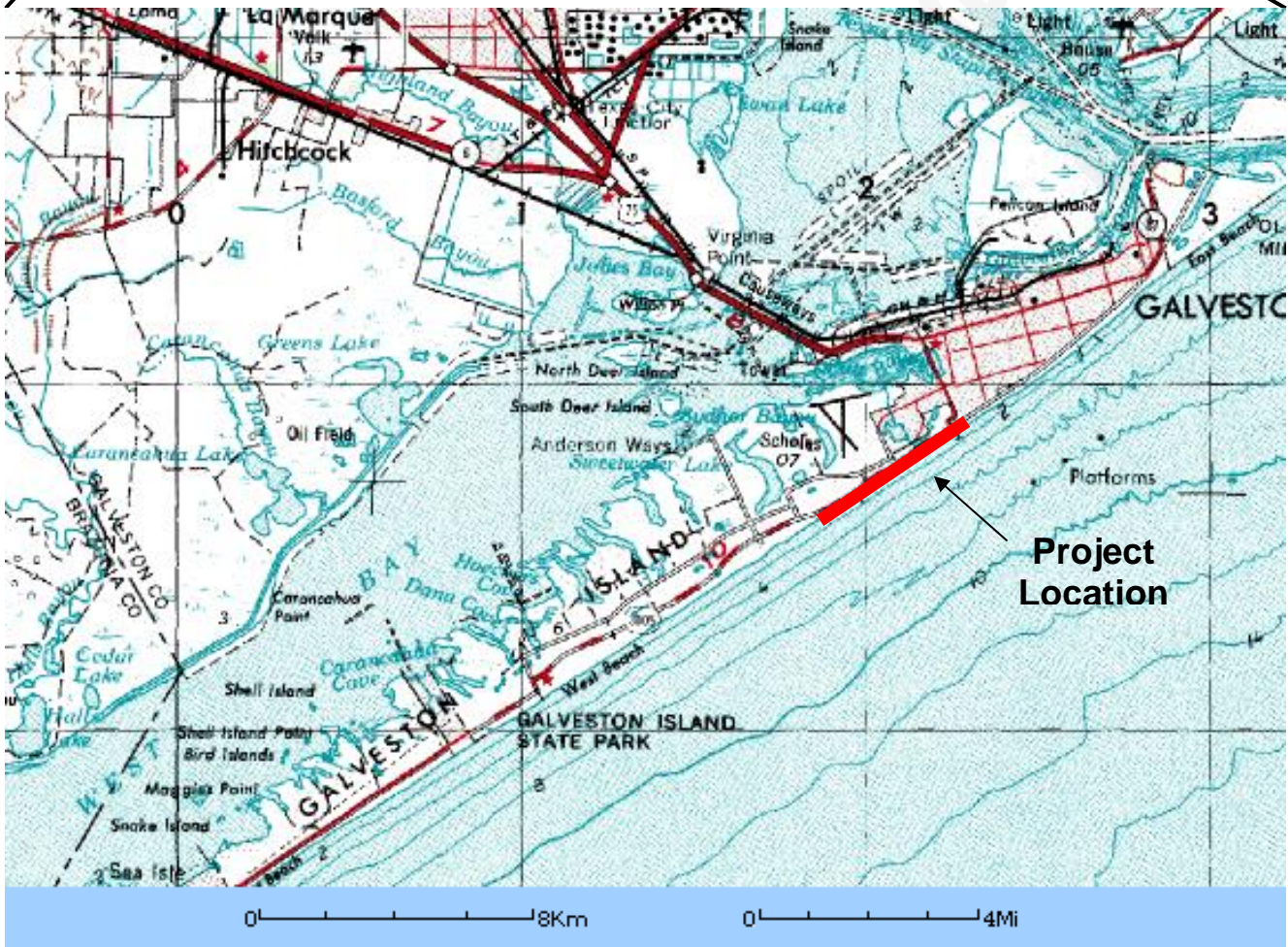
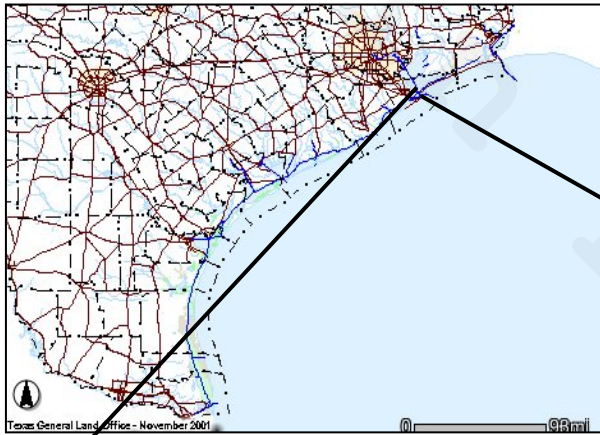
<b>QUALIFIED PROJECT PARTNER (QPP):non-Federal incremental cost</b>	
QPP Cash Commitment (25% CEPRA Match Fund)	\$2,750,000.00
<b>QPP's TOTAL CONTRIBUTION*</b>	<b>\$2,750,000.00</b>
<b>GOMESA</b>	
<b>GOMESA TOTAL CONTRIBUTION</b>	<b>\$7,750,000.00</b>
<b>OTHER FUNDING SOURCES:</b>	
<b>U.S. Army Corps of Engineers (In-kind Federal dredging contribution)</b>	<b>\$14,000,000.00</b>
<b>TOTAL PROJECT CONTRIBUTIONS</b>	<b>\$24,500,000.00</b>

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

# Location Map

## Babe's Beach BUDM West of 61<sup>st</sup> St. Project, CEPRA # 1643

### Galveston County, Texas



**General Affirmations**

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

1. QPP represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither QPP nor the firm, corporation, partnership, or institution represented by QPP, 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 QPP.
2. If the Contract is for services, QPP 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 [QPP] 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. QPP 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), QPP 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, QPP 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 QPP owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, QPP 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, QPP 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 QPP's submission of its offer to provide consulting services to the GLO or, in the alternative, QPP, 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, QPP 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.
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, QPP 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. 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).
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the QPP's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, QPP may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the QPP as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, QPP 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 QPP 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 QPP 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 QPP'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. 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 QPP: (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. QPP represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, QPP 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. QPP 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. QPP 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, QPP 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. QPP 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, QPP certifies that neither QPP nor any person or entity represented by QPP 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, QPP 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 QPP from providing free technical assistance.
18. QPP 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. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, QPP represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
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, QPP SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF QPP OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE

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

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, QPP 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 QPP'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE QPP OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO QPP, 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 QPP WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND QPP MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. QPP AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM
23. QPP 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 QPP PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR QPP'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY QPP OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF QPP'S PERFORMANCE UNDER THE CONTRACT. QPP AND THE GLO shall FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. QPP SHALL BE LIABLE TO PAY ALL COSTS OF

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

24. QPP 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, QPP 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. QPP 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, QPP 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 QPP and legally empowered to contractually bind QPP 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, QPP 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. QPP 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. QPP 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. QPP 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, QPP 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, QPP certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.


## Certificate Of Completion

Envelope Id: B20FA78AA01C43488E3B82A158619AF9	Status: Sent
Subject: \$11M Contract: 18-296-000-A962 Galveston Park Board of Trustees of the City of Galveston (TGLO)	
Source Envelope:	
Document Pages: 32	Signatures: 0
Certificate Pages: 4	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sonya Patterson
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	sonya.patterson@glo.texas.gov
	IP Address: 204.65.210.166

## Record Tracking

Status: Original	Holder: Sonya Patterson	Location: DocuSign
12/14/2018 1:58:47 PM	sonya.patterson@glo.texas.gov	


## Signer Events

Signer Events	Signature	Timestamp
Ben Bellomy ben.bellomy@glo.texas.gov Attorney Texas General Land Office Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.40	Sent: 12/14/2018 2:36:53 PM Resent: 12/21/2018 8:19:10 AM Viewed: 12/21/2018 3:55:15 PM Signed: 12/21/2018 3:55:52 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kevin Frenzel kevin.frenzel@glo.texas.gov CEPRA Program Manager Texas General Land Office Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 204.65.210.230	Sent: 12/21/2018 3:55:56 PM Viewed: 12/27/2018 7:16:14 AM Signed: 12/27/2018 7:17:41 AM
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


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Melissa Porter melissa.porter@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 104.59.203.99 Signed using mobile	Sent: 12/27/2018 7:17:44 AM Viewed: 12/27/2018 11:42:36 AM Signed: 12/27/2018 11:43:15 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 67.212.206.24 Signed using mobile	Sent: 12/27/2018 11:43:17 AM Viewed: 12/27/2018 12:11:57 PM Signed: 12/27/2018 12:12:11 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Greg Pollock  greg.pollock@glo.texas.gov  Senior Deputy Director  Texas General Land Office  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 107.77.221.7  Signed using mobile</p>	<p>Sent: 12/27/2018 12:12:13 PM  Viewed: 12/27/2018 12:23:05 PM  Signed: 12/27/2018 12:23:13 PM</p>
<p>Marc Barenblat  marc.barenblat@glo.texas.gov  Deputy General Counsel  Texas General Land Office  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.65.210.47</p>	<p>Sent: 12/27/2018 12:23:15 PM  Viewed: 12/27/2018 1:00:49 PM  Signed: 12/27/2018 1:18:00 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: 174.237.32.229  Signed using mobile</p>	<p>Sent: 12/27/2018 1:18:03 PM  Viewed: 12/27/2018 2:18:57 PM  Signed: 12/27/2018 2:19:04 PM</p>
<p>Kelly de Schaun  kdeschaun@galvestonparkboard.org  Executive Director  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		<p>Sent: 12/27/2018 2:19:06 PM</p>
<p>Mark A. Havens  mark.havens@glo.texas.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
<p>Sonya Patterson sonya.patterson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/14/2018 2:36:53 PM
<p>Shelia Kirk shelia.kirk@glo.texas.gov Purchaser VI Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/14/2018 2:36:54 PM
<p>CMD Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/21/2018 3:55:54 PM
<p>Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/21/2018 3:55:55 PM
<p>Mark Lawley Mark.Lawley@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/21/2018 3:55:55 PM
<p>Janette Gibreal janette.gibreal@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/27/2018 11:43:17 AM
<p>Gloria Maynard gloria.maynard@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/27/2018 12:12:13 PM

Carbon Copy Events	Status	Timestamp
Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/27/2018 1:18:03 PM
Rueben Trevino rtrevino@galvestonparkboard.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/27/2018 2:19:06 PM Viewed: 1/3/2019 12:40:07 PM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Angie Williams Angie.Williams@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Donna Torres donna.torres@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Andrea Walmus Andrea.Walmus@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/27/2018 2:19:07 PM
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Payment Events	Status	Timestamps
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