



**AMENDMENT NO. 4 TO
GLO CONTRACT NO. 21-049-000-C607**

THE GENERAL LAND OFFICE and **VETERANS LAND BOARD** (the “Board”) and **CITY OF MISSION** (“Provider”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-049-000-C607 (the “Contract”), desire to amend the Contract.

1. **SECTION 5.04** of the contract is hereby deleted and replaced with the following:

“5.04 Employee Matters

Except for the Board’s On-Site Representative, Provider shall (i) recruit, employ, train, promote, direct, discipline, suspend, and discharge all personnel, in compliance with all applicable federal and state employment laws; (ii) establish salary levels, personnel policies, and employee benefits; and (iii) establish employee performance standards as needed during the term of this Contract, to ensure the efficient operation of all departments within, and services offered by, the Veterans Cemetery. The Board shall have the right to review the selection and continued employment of the Veterans Cemetery Director. In the event that either Party has concerns about the selection or continued employment of this individual, either Party shall submit in writing to the other Party evidence indicating that such individual has failed to comply with policies or procedures, or that the performance of such individual has not been adequate as promulgated either by the Provider or the Board. Provider shall address such concerns by taking such remedial action as Provider deems appropriate. Nothing contained herein shall in any way be deemed to modify any employee’s status as an at will employee of Provider, nor shall any individual fulfilling such position be in any way a third-party beneficiary or receive any other rights or authorities under the terms of this clause. The selection and continued employment of any individual fulfilling this function described above is in the discretion of the Provider.

(a) **Background Checks**

Prior to employment, all employees shall be subjected to a thorough background investigation in accordance with all applicable federal and state laws and regulations. Background checks shall include criminal history, employment history and, where appropriate, contractor eligibility. In exercising its obligations hereunder, Provider may obtain information from any third parties in the business of providing such investigations. The results and documentation thereof will be maintained by Provider as part of the employee’s personnel file.

(b) Orientation and Training

Provider shall provide all personnel with an employee orientation and training program regarding the Board's Operating Manual, and its own internal policies and procedures. Provider shall retain records for all training required under this paragraph. Such records shall be made available for inspection to the Board or the Board's On-Site Representative during regular business hours.

(c) Emergency Staffing

Provider shall, to the extent reasonably possible, use its best efforts to ensure continued operation and appropriate staffing in the event of a catastrophic event, including natural disasters, epidemic, pandemic, war, labor strike, or dispute. However, where the Board's approval is first obtained, staffing costs which exceed Provider's current prevailing wages or salaries for regular full-time employees, but are required to ensure continuing operation, shall not be an Operating Expense of Provider but, instead, shall be an expense of the Board.

(d) Offer of Employment Upon Termination of Contract

Upon termination of this Contract for any cause, the Board or the successor provider selected by the Board shall have the right (but not the obligation) to offer employment to any or all employees of Provider who are regularly employed in providing services at the Veterans Cemetery, in order to ensure the continuing operation thereof.

(e) Board Investigations or Reviews

Upon request by the Board or its designee, when Provider employees are witnesses to relevant events, Provider shall cooperate with the Board for purposes of investigating any potential legal claims made about a Board employee's performance of his/her job duties. Notwithstanding the preceding sentence, such cooperation shall include, without limitation, interviews by the Board's Human Resources department and/or legal counsel- all of which shall require the approval of the Provider's legal counsel only if, upon the sole determination by Provider's legal counsel, such potential legal claim involves or may involve a dispute with Provider. Employees shall be made aware of the Provider's obligations outlined in this Contract, specifically **Article VII**.

2. **SECTION 5.05** of the contract is hereby deleted and replaced with the following:

"5.05 DISASTER PREPAREDNESS

Within thirty (30) days from the Effective Date of this Contract, Provider shall submit a disaster preparedness plan which shall include emergency evacuation plans and procedures. The disaster preparedness shall be based on the Board's existing disaster preparedness plan and shall be amended to suit Provider's operations at the Veterans Cemetery. Provider shall submit any proposed amendments to the disaster preparedness plan to the Board. The Board shall review any proposed amendment(s) and shall provide a written response to Provider, within thirty (30) days of receipt indicating whether Provider's proposed amendment(s) has been rejected and stating the basis for such rejection. Provider's disaster preparedness plan shall be in compliance

with all applicable federal, state, and local regulations concerning safety and fire prevention, and all of Provider's employees shall receive regular training in disaster preparedness. The Board is the sole authority for the closure of the cemetery.”

3. **ATTACHMENT D-A-2** to the Contract, **Budget Summary**, is deleted in its entirety and replaced with the **Budget Summary**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT D-A-3**.
4. This Amendment shall be effective upon the date of the last signature.
5. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4 TO
GLO CONTRACT No. 21-049-000-C607**

**GENERAL LAND OFFICE AND
VETERANS LAND BOARD**

CITY OF MISSION

Mark A. Havens

Chief Clerk

Date of execution: _____

Name: Norie Gonzalez Garza

Mayor

Date of execution: _____

OGC _____

DD _____

DGC _____

VLB ES _____

GC _____

DLC _____

ATTACHED TO THIS AMENDMENT:

ATTACHMENT D-A-3 – BUDGET SUMMARY