



**CEMETERY MANAGEMENT AND OPERATION INTERLOCAL COOPERATION
AGREEMENT**

BETWEEN

THE TEXAS GENERAL LAND OFFICE AND THE VETERANS LAND BOARD,

AND

THE CITY OF MISSION, TEXAS

GLO CONTRACT No. 25-019-000-E744

TABLE OF CONTENTS

<u>ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS</u>		1
1.01	DEFINITIONS	1
1.02	INTERPRETIVE PROVISIONS	5
1.03	ACCOUNTING PRINCIPLES	6
<u>ARTICLE II. AUTHORITY AND CONDITIONS PRECEDENT</u>		6
2.01	PROVIDER AS MANAGEMENT AND OPERATIONAL SERVICES VENDOR	6
2.02	RELATIONSHIP OF THE PARTIES	7
2.03	RETENTION OF AUTHORITY BY BOARD	7
2.04	REGULATORY COMPLIANCE	7
2.05	OPERATIONAL POLICIES	8
2.06	BOARD'S ON-SITE REPRESENTATIVE	8
2.07	INSURANCE	8
<u>ARTICLE III. REPRESENTATIONS AND WARRANTIES - PROVIDER</u>		8
3.01	PROVIDER REPRESENTATIONS	8
3.02	NO DEFAULT	9
3.03	HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)	9
3.04	MARKETING	9
<u>ARTICLE IV. REPRESENTATIONS AND WARRANTIES - BOARD</u>		10
4.01	BOARD REPRESENTATIONS	10
4.02	NO DEFAULT	10
4.03	CAPITAL EXPENDITURES	10
<u>ARTICLE V. ADMINISTRATION AND OPERATION</u>		10
5.01	ADMINISTRATION AND OPERATION	10
5.02	MODIFICATION OF OPERATING MANUAL	11
5.03	ADMINISTRATIVE FUNCTIONS	11
5.04	EMPLOYEE MATTERS	11
5.05	DISASTER PREPAREDNESS	13
5.06	BUDGET	13
5.07	ACCOUNTING	14
5.08	MISCELLANEOUS SERVICES	14
<u>ARTICLE VI. FACILITY MAINTENANCE, CAPITAL ASSETS, PURCHASING, AND SURPLUS PROPERTY</u>		14
6.01	GENERALLY	14
6.02	LOSS PREVENTION	15
6.03	FACILITY MAINTENANCE AND REPAIRS	16
6.04	LANDSCAPE MAINTENANCE	17
6.05	TITLE TO CAPITAL ASSETS	17
6.06	PURCHASING	17
6.07	SURPLUS PROPERTY	19
6.08	MISCELLANEOUS SERVICES	19
<u>ARTICLE VII. RECORDS, REPORTS, AND INSPECTION AND AUDIT</u>		19
7.01	OWNERSHIP OF DOCUMENTS AND WORK PAPERS	19
7.02	BOARD ACCESS TO RECORDS & PRIVACY	20
7.03	GOVERNMENT ACCESS TO BOOKS AND RECORDS	20
7.04	REPORTS	20
7.05	BOARD AUDIT RIGHTS	21

ARTICLE VIII. TERM, RENEWAL AND COMPENSATION	22
8.01 TERM OF CONTRACT	22
8.02 MANAGEMENT AND OPERATIONS FEE	22
8.03 INSPECTION, PENALTY, AND WITHHOLDING OF OPERATIONS FEE	22
8.04 OPERATIONS FEE ADJUSTMENT PROVISION	23
8.05 PASS THROUGH EXPENDITURES	23
8.06 LIMITED OBLIGATION AGREEMENT	23
8.07 MISCELLANEOUS SERVICES FEE	24
ARTICLE IX. TERMINATION AND REMEDIES	24
9.01 TERMINATION	24
9.02 PROVIDER EVENTS OF DEFAULT	25
9.03 BOARD EVENTS OF DEFAULT	26
9.04 FORCE MAJEURE/NO DEFAULT	26
9.05 REMEDIES UPON DEFAULT - PROVIDER/BOARD	26
9.06 WINDING UP	26
ARTICLE X. MISCELLANEOUS	27
10.01 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER	27
10.02 WAIVER OF PRIVILEGE	27
10.03 ASSIGNMENT	28
10.04 SEVERABILITY	28
10.05 APPLICABLE LAW	28
10.06 DISPUTE RESOLUTION	28
10.07 CHOICE OF LAW AND VENUE	29
10.08 CONFIDENTIALITY & PUBLIC RECORDS	29
10.09 INDEMNITY	30
10.10 LEGAL PROCEEDINGS	30
10.11 NOTICES	30
10.12 ENTIRE AGREEMENT	31
10.13 COUNTERPARTS	31



MANAGEMENT AND OPERATIONS INTERLOCAL COOPERATION AGREEMENT FOR THE RIO GRANDE VALLEY STATE VETERANS CEMETERY

This management and operations interlocal cooperation agreement (the “Contract”) is executed between the **TEXAS GENERAL LAND OFFICE** and the **VETERANS LAND BOARD**, each an agency of the State of Texas (collectively “the Board”), and **THE CITY OF MISSION, TEXAS** (“Provider”), each a “Party” and collectively as “the Parties,” enter into the following agreement for Cemetery Management and Operation services (the “Contract”) pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, the Board has selected Provider to engage in the Management and Operation services at the Rio Grande Valley State Veterans Cemetery located in Mission, Texas (the “Veterans Cemetery”);

WHEREAS, the Board desires to engage Provider to perform Management and Operation services at the Rio Grande Valley State Veterans Cemetery on behalf of the Board; and

WHEREAS, subject to the terms and provisions set forth below and for receipt of the consideration provided for in this Contract, Provider desires to assume, and the Board is willing to grant Provider, responsibility for Management and Operation services at the Veterans Cemetery;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants of the Parties set forth in this Contract, the receipt and sufficiency of which are expressly acknowledged by each of Parties, it is hereby agreed as follows:

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 DEFINITIONS

Unless the context clearly requires otherwise, the capitalized terms defined below shall have the following meanings:

“[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 and Title 38 Part 39 of the Code of Federal

Regulations, Chapters 321 and 691 of the Texas Government Code, and the requirements of **ARTICLE VII** of this Contract.

“[Affiliate](#)” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Provider or the Board. Provider or the Board shall be deemed to control another entity if either possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“[Applicable Law](#)” means any law, statute, ordinance, rule, regulation, or any recorded covenant or deed restriction applicable to the Veterans Cemetery.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“[Board’s Project Manager](#)” means the designated Board employee who is responsible for the management of the Contract.

“[BOSS](#)” means the U.S. Department of Veterans Affairs Burial Operations Support System.

“[Capital Equipment](#)” means Equipment excluding Consumables and Information Technology Equipment, the cost of which for a single unit equals or exceeds \$1,000.00 before taxes, if applicable.

“[Capital Expenditures](#)” means expenditures for Capital Equipment and/or Capital Improvements.

“[Capital Improvement](#)” means any Improvement, the cost of which for a single Improvement is equal to or exceeds \$1,000.00 before taxes, and/or (ii) any Improvement, the cost of which for a single addition or alteration is less than \$1,000.00 but is required in multiples the aggregate cost of which exceeds \$1,000.00, before taxes, if applicable.

“[Consumables](#)” means all goods including, without limitation, office supplies, paper products, fertilizer, chemicals, fuels, oils, lubricants, paint, sealant, grass seed, flowers, plants, and any other Non-Capital Expenditures that are routinely used and replenished, as required to operate the Veterans Cemetery. Consumables shall be characterized as an Operating Expense.

“[Contract](#)” means this Management and Operations Agreement.

“[Date of Separation](#)” means Provider’s last day of physical operation at the Veterans Cemetery under this Contract.

“[Equipment](#)” means all items necessary for the operation of the Veterans Cemetery, including tractors, mowers, excavation equipment, hand and machine tools, spare or replacement machine parts or other items necessary for maintenance of buildings and grounds. “Equipment” does not include Consumables or Information Technology Equipment.

“[Event of Default](#)” means those events enumerated in **ARTICLE IX** of this Contract.

“[Force Majeure](#)” means the occurrence of any of the following for the period of time, if any, that the performance of Provider or the Board’s material obligations under this Contract are actually, materially, and reasonably delayed or prevented thereby:

- (i) acts of God;
- (ii) the enactment, imposition, or modification of any Applicable Law which occurs after the effective date of this Contract and that prohibits or materially impedes the performance of a party’s material obligations under this Contract;
- (iii) the confiscation, seizure, or condemnation of the Veterans Cemetery by any governmental agency;
- (iv) arrests or other restraints of government (civil or military, but excluding restraints on the performance of a party’s material obligations under this Contract occurring as a result of any violations by the party claiming the right to delay performance of the terms and provisions of this Contract);
- (iv) blockades, insurrections, riots, or civil disturbances; epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, nuclear reaction, radiation, or radioactive contamination; acts or the failure to act of any governmental agency (exclusive of the Board’s actions pursuant to this Contract); or
- (v) any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably within the control of the party (or any Affiliate actually controlled by such party) claiming the right to delay performance on account of such occurrence and which, in any event, are not foreseeable or a result of the negligence or willful misconduct of, or in the control of, the party (or its Affiliates) claiming the right to delay performance on account of such occurrence.

Force Majeure shall not include:

- (i) increases in costs of materials for operations of the Veterans Cemetery or other costs required to be paid by a Party in the performance of its obligations under this Contract;
- (ii) a Party’s financial inability to perform (including when caused by failure of government authority to act); or
- (iii) the impact of weather conditions to the extent normally encountered in the Mission, Texas area not listed in (v) of the definition of Force Majeure above.

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

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

“[HSP](#)” means the HUB Subcontracting Plan as described in Chapter 2161, Subchapter F of the Texas Government Code and related provisions of the Texas Administrative Code.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Improvement](#)” means any addition or alteration of the buildings or grounds of the Veterans Cemetery.

“[Information Technology Equipment](#)” means all hardware, computers, computer components (monitors, mice, keyboards, memory, storage drive(s), media, etc.) routers, network equipment, transmission equipment, cabling, wiring, and software.

“[Insolvency Proceeding](#)” means, with respect to Provider:

- (i) any case, action, or proceeding with respect to Provider before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up, or relief of debtors; or
- (ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other similar arrangement with respect to its creditors generally, or any substantial portion of its creditors; undertaken under U.S. Federal, state, or foreign law, including the Bankruptcy Code.

“[Maintenance](#)” means performing all scheduled, routine, and preventive maintenance on all headstones, Equipment, Improvements, and appurtenances thereto, and maintaining them in at least as good a condition as that in which they were delivered, allowing for reasonable wear and tear, but excluding Repairs.

“[Material Compliance](#)” means to comply with any essential element(s) proscribed or directed by any statute, regulation, procedure, and/or standard pertaining to this Contract.

“[NCA](#)” means the National Cemetery Administration of the VA.

“[Non-Capital Equipment](#)” means any Equipment that is not Capital Equipment.

“[Non-Capital Improvements](#)” means any Improvement that is not a Capital Improvement.

“[OAR](#)” means an operator action request that Provider must submit to the Board when requesting approval to undergo construction, purchase Capital Equipment, make Capital Expenditures, purchase Capital Improvements, or for any other purchases or improvements that the Board has agreed to reimburse.

“[On-Site Representative](#)” means the designated Board employee who may maintain an office in the Veterans Cemetery (at the expense of the Board’s Administration services provider) to oversee the operations of the Veterans Cemetery on behalf of the Board.

“Operating Expenses” means all expenses associated with the operation and management of the Veterans Cemetery except Capital Expenditures and depreciation.

“Operating Manual” means the *Texas Veterans Land Board Cemetery Manual* for the operation of the Veterans Cemetery, delivered to Provider as of the execution of the Contract and as may be amended from time to time, and incorporated herein for all purposes as if physically attached.

“Provider” means **THE CITY OF MISSION, TEXAS**, the entity contracted to provide Management and Operation services at the Veterans Cemetery, as set forth in this Contract.

“Provider’s Fee” means the monthly fee payable by the Board to Provider.

“Regulatory Agency/Agencies” means the VA, the NCA, the Texas Health and Human Services Commission (“HHSC”), and any other applicable governmental agency.

“Repair” means to restore to proper working condition any Equipment or Improvement.

“Transition Plan” means a comprehensive plan to transition the Management and Operation services at the Veterans Cemetery to a successor vendor upon the expiration or termination of this Contract for any reason, which plan shall cover a period not to exceed one hundred twenty (120) days, unless otherwise provided for in this Contract.

“VA” means the United States Department of Veterans Affairs.

“Utilities” means water, wastewater, natural gas, electricity, sewer, fuels (including diesel oil, propane, and gasoline), telephone, cable television or satellite system, and garbage disposal.

“Veterans Cemetery” means the Rio Grande Valley State Veterans Cemetery located in Mission, Texas.

“Veterans Cemetery Records” means all of the books and records pertaining to the operation of the Veterans Cemetery.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable 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, exhibit, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to agreements (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and

other modifications are not prohibited by the terms of this Contract; and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments referenced in this Contract are either attached hereto physically or are incorporated by reference, and are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, any reference to any action of the Board or by the Board by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by or requested of the Board shall not be unreasonably withheld.
- (h) Unless otherwise expressly provided, if any provision under this Contract states that Provider must comply with all requirements of a statute, regulation, Regulatory Agency, or similar standard, such provision shall mean that Provider must be in Material Compliance with such requirements; and
- (i) In the event of conflicts or inconsistencies between this Contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the Contract and attachments in the following order of priority: the Contract then attachments to the Contract in the following order: **ATTACHMENT C, ATTACHMENT A, ATTACHMENT B, ATTACHMENT G, ATTACHMENT D, ATTACHMENT E, and ATTACHMENT F.**

1.03 ACCOUNTING PRINCIPLES

Unless the context otherwise clearly requires, all accounting terms shall be construed, and all financial computations required under this Contract shall be made, in accordance with GAAP or GASB, as applicable, consistently applied.

ARTICLE II. AUTHORITY AND CONDITIONS PRECEDENT

2.01 PROVIDER AS MANAGEMENT AND OPERATIONAL SERVICES VENDOR

The Board hereby engages Provider, and Provider, on behalf of the Board, hereby accepts such engagement and agrees to provide management and operational services at the Veterans Cemetery on the terms and conditions set forth in this Contract and such services shall be payable from current revenues available to the Provider.

2.02 RELATIONSHIP OF THE PARTIES

The relationship of the Parties shall be that of the Board as owner and of Provider as independent contractor. All acts performed by Provider during the term of this Contract shall be deemed to be performed in Provider's capacity as an independent contractor. Nothing contained in this Contract is intended to, or shall be construed to give rise to, the creation of a partnership or joint venture, or to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Board whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party.

Provider shall be solely responsible for, and the Board shall have no obligation with respect to:

- (a) Withholding of income taxes, FICA, or any other taxes or fees;
- (b) Industrial or workers' compensation insurance coverage;
- (c) Participation in any group insurance plans available to Provider's employees (including but not limited to group insurance plans that are available to employees of the State of Texas);
- (d) Participation or contributions to Provider's retirement system (including but limited to participation or contributions by the State of Texas to the State Employees Retirement System);
- (e) Accumulation of vacation leave or sick leave; or
- (f) Unemployment compensation coverage (including that which may be provided by the State of Texas).

2.03 RETENTION OF AUTHORITY BY BOARD

Provider shall provide management and operational services at the Veterans Cemetery in the name of, and for the account of, the Board. Notwithstanding any other provision herein, the Board, by entering into this Contract, does not delegate to Provider any powers, duties, or responsibilities that it is prohibited by law from delegating. The Board shall at all times maintain ownership of the Veterans Cemetery assets including, but not limited to, all buildings, real property, Capital Expenditures, and any other piece of equipment or asset the cost of which is borne by the Board, and ultimate control over the operation of the Veterans Cemetery.

2.04 REGULATORY COMPLIANCE

Provider understands that as a material condition of this Contract and for the purposes of **SECTION 8.03** and **ARTICLE IX**, Provider shall comply with all applicable regulatory requirements, including without limitation all VA and NCA requirements, standards, and guidelines, for the operation of the Veterans Cemetery, including the Board's Operating Manual. Provider will be deemed to have knowledge of these requirements and will be deemed to understand them. To the extent they apply, Provider certifies it has reviewed the General Affirmations in **ATTACHMENT C**, and that Provider is in compliance with all the requirements contained therein.

2.05 OPERATIONAL POLICIES

Provider shall operate the Veterans Cemetery in accordance with the Board's Operating Manual, incorporated herein for all purposes as if physically attached.

2.06 BOARD'S ON-SITE REPRESENTATIVE

The Board shall designate an On-Site Representative who shall have the right to participate in Provider's staff meetings regarding the operations of the Veterans Cemetery. The On-Site Representative will closely monitor Provider's compliance with this Contract to protect the interests of the Board. Provider shall not interfere with such duties of the On-Site Representative except as may be reasonably required to fulfill its duties to the Board. Except for emergency situations, the On-Site Representative shall not interfere with Provider's employees as they perform the duties of Provider under this Contract. The Board shall receive and consider any complaints or conflicts that Provider has concerning the status of an On-Site Representative. Furthermore, the Board assumes full responsibility for the consequences of any actions taken by the On-Site Representative in the course of his/her duties, and nothing in this Contract shall be construed as establishing an agency relationship between Provider and the Board's On-Site Representative. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD.**

2.07 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code, Provider is self-insured and, therefore, is not required to purchase insurance to perform its obligations under this Contract

ARTICLE III. REPRESENTATIONS AND WARRANTIES - PROVIDER

3.01 PROVIDER REPRESENTATIONS

To induce the Board to enter into this Contract, Provider hereby represents and warrants to the Board as follows:

(a) Authorization; No Contravention

Provider has taken all necessary action to authorize the execution, delivery, and performance of this Contract. This Contract constitutes the valid and binding obligation and agreement of Provider, enforceable in accordance with its terms. Neither the execution and delivery of this Contract, nor compliance with its terms or provisions will result in any breach of the terms of, conflict with, default related to, or creation of, any lien, charge, or encumbrance upon any property or assets of Provider pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness, agreement, or other instrument to which Provider may be a party; or by which Provider or any of its properties may be bound; or violate any provision of law, or any applicable order, writ,

injunction, judgment, decree of any court, or any order or other public regulation of any governmental commission, bureau, or administrative agency;

(b) **Governmental Authorization**

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental agency is necessary or required in connection with the execution or delivery of, or performance by, or enforcement against Provider as relates to this Contract; and

(c) **Standard of Performance**

In performing its obligations under this Contract, Provider will use best efforts and will act with professionalism in accordance with acceptable and prevailing industry standards, so that the Veterans Cemetery is operated and maintained as a national shrine and in accordance with all applicable federal, state, and local requirements, and consistent with the terms of this Contract.

3.02 NO DEFAULT

No Default or Event of Default on part of Provider exists under **SECTION 9.02** or would result from the execution of this Contract.

3.03 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Provider shall make a good faith effort to utilize HUBs as defined in Title 1, Part 5, Chapter 111, Subchapter B, Texas Administrative Code; and report all HUB expenditures relevant to this Contract to the Board on a monthly basis, concurrently with the invoice for Provider's Fee. Provider may submit an HSP for the length of this Contract demonstrating good faith efforts to utilize HUBs.

The Provider shall provide to the Board pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder. The Provider shall submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov specifying the use, including expenditures to HUB subcontractors, if applicable. Any modifications to the HSP must be submitted to the Board for prior approval through a HUB Subcontracting Plan Change Order. If the HSP is modified without the Board's prior approval, the Board may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

3.04 Marketing

Provider shall cooperate with the Board in any marketing plans and procedures the Board implements. Provider shall cooperate with the dissemination of informational materials, media releases, and other related informational materials generated by the Board. Provider shall not present, disseminate, or otherwise release any information for any marketing aspects without prior express written approval of the Board. Provider shall not issue any media press releases or

coordinate press events without prior express written approval of the Board through its Communications department.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES - BOARD

4.01 BOARD REPRESENTATIONS

To induce Provider to enter into this Contract, the Board represents and warrants to Provider as follows:

(a) Payment of Provider's Fee

As complete compensation for the services provided by Provider under this Contract, the Board agrees, in accordance with **ARTICLES VIII AND IX** and **ATTACHMENT D**, to pay Provider's Fee.

(b) Eligibility Rules

The Board shall, in accordance with VA regulations and standards, establish eligibility rules for burial in the Veterans Cemetery.

(c) Utilization

The Board represents that it will use its best efforts to maximize utilization for the Veterans Cemetery. However, the Board does not guarantee that the Veterans Cemetery will operate at any given level of utilization or achieve any rate of burial or interment.

4.02 NO DEFAULT

No Default or Event of Default on the part of the Board exists under **SECTION 9.03** or would result from the execution of this Contract.

4.03 CAPITAL EXPENDITURES

The Board shall contract for and purchase Capital Equipment and make Capital Improvements (collectively "Capital Expenditures") in a manner consistent with state and federal purchasing requirements and with the needs and requirements of the Veterans Cemetery. Provider shall make recommendations to the Board for such Capital Expenditures. The Board shall have the ultimate authority in determining the amount of Capital Expenditures for the Veterans Cemetery, except that the Board shall ensure sufficient Capital Equipment or such Capital Improvements as are necessary to maintain the Veterans Cemetery as a national shrine.

ARTICLE V. ADMINISTRATION AND OPERATION

5.01 ADMINISTRATION AND OPERATION

Provider shall, in consultation with, for, and on behalf of the Board, at Provider's expense, and subject to the provisions of this Contract, manage and supervise all

areas of daily operations of the Veterans Cemetery in accordance with the Board's Operating Manual.

5.02 MODIFICATION OF OPERATING MANUAL

The Board may make modifications to the Operating Manual during the contract term. If Provider believes in good faith that such a modification will result in an increase to the Provider's Budget as outlined in **ATTACHMENT E**, the Parties agree to enter into good faith negotiations to determine if such an increase is necessary and is a result of the Operating Manual modification. This Contract may be amended to increase the budget as a result of an Operating Manual modification upon the mutual written agreement of both Parties. However, the Board shall not be obligated to agree to such an increase to the Budget as outlined in **ATTACHMENT E**, if the Board determines that the modification will not result in an increase to the Provider's Operating Expenses and the current budget fairly compensates the Provider in accordance with Subsection 791.011(e) of the Texas Government Code.

To the extent that modifications are made to the Operating Manual, Provider is to be given at least 30-day notice prior to the modifications, and a reasonable amount of time, which shall be mutually agreed to by both parties in writing, to comply with the modifications.

5.03 ADMINISTRATIVE FUNCTIONS

Provider must develop, implement, operate, and maintain all necessary administrative systems including accounting, personnel, reporting, administrative records, purchasing, and information technology systems.

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 the Board has concerns about the selection or continued employment of this individual, the Board shall submit in writing to the Provider objective evidence indicating that such individual has failed to comply with policies or procedures (promulgated either by the Provider or the Board) or that the performance of such individual has not been adequate in accordance with usual and customary standards for such position in the industry. After consultation, 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 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**.

5.05 DISASTER PREPAREDNESS

Within 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 the closure of the cemetery. Provider will coordinate any emergency closure with the Board's On-site Representative.

5.06 BUDGET

- (a) The Board shall compensate Provider for each fiscal year as provided for in subsection (b) of this Section and in accordance with **ATTACHMENT D**, in an amount not to exceed \$4,500,000.00 for the remainder of the Contract.
- (b) The fiscal year for the Veterans Cemetery will begin on October 1 and end on September 30 of each year, coinciding with Provider's fiscal year. At least ninety (90) days prior to the start of each fiscal year, Provider shall prepare and submit to the Board's Project Manager for review and approval a proposed Operating Expense Budget and a proposed Capital Expenditure Budget for the Veterans Cemetery (the "Budget"). Provider and the Board's Project Manager shall each agree to utilize best efforts to resolve all budgetary issues and to approve the Budget prior to September 1.

Approval of the Budget by the Board's Project Manager will be done in writing. Once the Board's Project Manager approves the Budget, it shall be incorporated into the contract under **ATTACHMENT E** and supplement **ATTACHMENT D**.

- (c) Provider shall notify the Board's Project Manager of the need for the purchase of any Capital Equipment or the addition of any Capital Improvements (collectively "Capital Expenditures") which Provider believes are necessary for the effective management and operation of the Veterans Cemetery under the Contract. The Board's Project Manager shall respond to Provider's recommendation in a timely manner, considering the surrounding circumstances and Provider's request, acknowledging that:

- i. Provider's recommendation has been rejected and stating the basis for such rejection;
- ii. Provider's recommendation has been approved and that the Board shall take the appropriate steps to make the recommended Capital Expenditure(s); or
- iii. The Board's Project Manager has modified Provider's recommendation and shall take appropriate steps to make the Capital Expenditure(s) deemed necessary.

If Provider determines that a surplus will exist in the Operating Expense Budget prior to the end of the fiscal year, Provider may use such surplus funds to make Capital Expenditures in accordance with the terms and conditions outlined in subsection (c) of this Section. Such Capital Expenditures shall be done in accordance with, and subject to, the terms outlined in **Sections 4.03** and **6.05** of the Contract. Provider agrees and understands that legal title to all Capital Equipment and Capital Improvements purchased with funds from any surplus rests with the Board. Provider shall maintain surplus funds in a separate account and provide expenditure reports semiannually to the Board.

5.07 ACCOUNTING

Provider shall prepare and maintain proper, accurate, and complete books, records, and accounts regarding the operations and financial and other transactions related to the management and operation of the Veterans Cemetery to the extent necessary to enable the Board to verify such transactions. All accounting methods should conform to GAAP or GASB, as applicable, be consistently applied, and shall not materially distort income or loss.

5.08 MISCELLANEOUS SERVICES

Provider may perform other duties in connection with its responsibilities under this **Article V** as the Board from time-to-time may reasonably request. Provider shall prepare a statement of work and obtain the Board's written approval before proceeding with any such requests.

ARTICLE VI. FACILITY MAINTENANCE, CAPITAL ASSETS, PURCHASING, AND SURPLUS PROPERTY

6.01 GENERALLY

Provider shall be responsible for maintaining the building, grounds, headstones, and equipment of the Veterans Cemetery, including performing all routine and preventive Maintenance on all Capital and Non-Capital Equipment and all Capital and Non-Capital Improvements. Except as otherwise noted in this Contract, all Maintenance (but not Repairs) shall be characterized as an Operating Expense and shall be paid for by Provider.

Notwithstanding the foregoing, the Board and Provider hereby acknowledge and agree that the Board exclusively intends to undertake and complete a raise and realignment project of certain headstones currently in place at the Veterans Cemetery (the "Board's Headstone Project"). The Board's Headstone Project may take place during the term of this Contract. However, day-to-day routine and preventative Maintenance of all headstones shall be completed by the Provider as set out in this Contract and. In accordance with any and all applicable VA and NCA guidelines.

Following the Effective Date of this Contract should more than ten (10%) percent of the headstones in any one of section of the Cemetery require raise and re-alignment Maintenance, the Board shall notify the Provider in writing identifying the applicable section and headstones ("Headstone Maintenance Project"). The Board agrees to enter into good faith discussions with Provider to determine a plan of action which, if mutually agreed upon by both Parties, shall include the operational and financial responsibility of each Party with respect to a Headstone Maintenance Project.

However, Provider hereby represents and warrants that it will not knowingly or willfully disregard its day-to-day routine and preventative headstone Maintenance duties such that a Headstone Maintenance Project becomes necessary. To the extent Provider fails to meet such representation and warranty, the Board is under no obligation to enter into the discussions referenced in this section regarding any Headstone Maintenance Project. Compliance with this representation constitutes a material term of this Contract.

The Board shall include serial numbers and age of Capital and Non-Capital Equipment in the attached exhibits. Board shall deliver the attached items in working condition at the commencement of the Contract.

6.02 LOSS PREVENTION

Within 30 days from the Effective Date of this Contract, Provider shall submit for review by the Board a risk management and loss prevention program designed to prevent the misappropriation, loss, or damage of Capital Equipment and/or Capital Improvements. The Board shall review risk management and loss prevention program plan and shall provide a written response to Provider within thirty (30) days of requesting edits to the plan and stating the basis for such requests. Provider shall reimburse the Board for any Capital Equipment or Capital Improvement damaged, lost, or destroyed as a result of the acts or omissions of Provider and/or its agents, volunteers, and employees. Provider shall be financially responsible to the Board for all losses of Capital Equipment and Capital Improvements that occur due to the negligent or intentional acts of Provider and/or its agents, volunteers, or employees, and not due to reasonable wear and tear.

6.03 FACILITY MAINTENANCE AND REPAIRS

Provider shall be responsible for all Maintenance in the Veterans Cemetery and must maintain in good and working condition, and in sufficient quantity, all Equipment necessary to operate and manage the Veterans Cemetery in a manner consistent with the requirements of this Contract. In addition, Provider shall replace obsolete or run-down Non-Capital Equipment and make Non-Capital Improvements as necessary to maintain a functional and attractive facility. Provider shall make all Repairs on all Equipment and Improvements in the Veterans Cemetery. However,

- (i) if the subject Equipment or Improvement has exceeded its useful life and frequent repairs become necessary;
- (ii) if the need for such Repair results from a manufacturing, design, or construction defect of the Capital Equipment or a Capital Improvement; or
- (iii) if the Repair meets the definition of Capital Equipment or Capital Improvement in **Section 1.01** of this Contract the cost of such repair(s) shall be the responsibility of the Board.

In each instance in which the Board and Provider have a good-faith disagreement regarding the cause of the necessity for Repair or replacement (e.g., whether or not the subject Capital Equipment or Capital Improvement has exceeded its useful life, or whether Provider properly performed its Maintenance obligations with respect thereto, or whether a Repair is necessitated by Provider negligence), Provider shall pay the first \$1,000.00 of the subject Repair or replacement and the Board shall pay the balance. Provider shall notify the Board before performing any Repair for which the Board has the responsibility to pay and may not proceed with such Repair without the express written approval of the Board. Notwithstanding the preceding sentence, Provider shall be responsible for the full cost of any Repair necessitated by the Provider's negligence or intentional failure to perform its maintenance obligations under this Contract. Before performing any Repair, the cost of which shall be the responsibility of the Board, Provider shall notify the Board (provided that if Provider reasonably believes that such Repair is needed immediately to avoid threatening the safety of the public, Provider shall proceed to make such Repair and shall notify the Board per emergency OAR procedures but shall not proceed with such Repair without the written approval of the Deputy Director of Board's TSVC program.)

(a) Warranty Repairs

Provider shall use its best efforts to obtain all necessary warranty repairs on all Capital and Non-Capital Equipment and Capital and Non-Capital Improvements, ensuring they are completed prior to the expiration of the applicable warranty. In complying with this provision, Provider shall not be obligated to incur any financial obligation, except for damages or liability resulting from negligent or intentional failure, omission, or neglect by Provider.

(b) Scheduled Maintenance and Records

Provider shall perform all scheduled or manufacturer-recommended maintenance on all Capital Equipment. Provider shall keep detailed maintenance records in accordance with the manufacturer's specifications on all Capital Equipment at the Veterans Cemetery. Such records shall be made available for inspection to the Board or the Board's On-Site Representative during regular business hours. Such records shall be the basis for determining reimbursement for Repairs under this section.

(c) **Janitorial Services**

Provider shall provide full janitorial services including dumpster service, trash and debris removal and legal disposal, extermination, and pest control.

6.04 LANDSCAPE MAINTENANCE

Provider shall maintain the Veterans Cemetery grounds and keep them in an attractive condition, appropriate to the seasonal weather and the location's soil, water, climate, and topography in accordance with the Board's Operating Manual. Provider shall ensure that the grass, trees, bushes, shrubs, flowers, and other plants are mowed, trimmed, clipped, watered, and fertilized as seasonally appropriate. Furthermore, Provider shall sweep and clean all sidewalks and outside concrete or paved areas, keeping them free of trash and debris.

6.05 TITLE TO CAPITAL ASSETS

Legal title to all Capital Equipment and Capital Improvements rests with the Board. The Board and Provider acknowledge and agree that the assets set forth in **ATTACHMENT A** are the pieces of Capital Equipment present in, or the Capital Improvements made to, the Veterans Cemetery as of the date listed thereon. Furthermore, the Board and Provider agree to review and update **ATTACHMENT A** no less than annually. Upon expiration or termination of this Contract for any reason, nothing in this Contract shall operate to transfer title to the Board, or limit the right of Provider to remove, items of equipment or other personal property and supplies purchased solely by Provider (and not charged to the Board) for use by its staff, which items are beyond the usual and customary equipment and supplies required to fulfill Provider's duties under this Contract.

6.06 PURCHASING

Provider shall purchase and pay for all Consumables, Non-Capital Improvements, Non-Capital Equipment, Information Technology Equipment (not otherwise provided by the Board), Utilities, and any other supplies or provisions required for operation of the Veterans Cemetery. These expenditures shall be characterized as Operating Expenses. Notwithstanding the preceding sentence, the Board may elect to contract directly with the Texas General Land Office (GLO) or a local utility provider for the electricity and natural gas needs of the Veterans Cemetery.

(a) **Capital Expenditures; Prohibited**

Provider shall not purchase or otherwise acquire for use at the Veterans Cemetery any Capital Equipment or make any Capital Improvement without written approval from Board.

(b) Emergency Capital Expenditures

In the event that Provider believes that the acquisition of Capital Equipment is needed or any Capital Improvement is required immediately, Provider shall so notify the Board and request, after stating the reasons therefor, an emergency purchase of Capital Equipment and/or Capital Improvement. The Board shall respond promptly, but in no event later than twenty-four (24) hours after receiving such emergency request. If such emergency request is approved, the Board and Provider will coordinate the purchase of the Capital Equipment and/or Capital Improvement in an expedited manner. If Provider must act without approval of the Board in order to prevent an immediate threat, legal title to any Capital Equipment purchased by Provider shall rest with Provider; however, title to any Capital Improvement shall remain the property of the Board. The Board will reimburse Provider for all reasonable emergency Capital Improvement expenditures. In addition, the Board at its option may purchase any Capital Equipment acquired by Provider in an emergency at its fair market value, to be determined at the time the Board exercises its right of purchase.

(c) Third-party Service Contracts

Unless otherwise notified by the Board, Provider shall enter into and pay for all service contracts necessary for the provision of Provider's services at the Veterans Cemetery in a manner consistent with all applicable federal, state, and local laws, regulations, and the terms of this Contract. All contracts between Provider and a third party for such services shall require the third party to allow the assignment, at the Board's direction, of Provider's rights and obligations under such contracts to the Board or to a successor provider chosen by the Board. Provider shall use its good faith efforts to maintain compliance with all contracts. Provider shall execute such contracts in its legal capacity. Prior to engaging any contractor, Provider shall provide a background check, and shall verify the contractor's eligibility for receiving state or federal contracts, using the Texas Comptroller of Public Accounts Vendor Performance Tracking System (<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>) for suspended and debarred vendors, and the U.S. General Services Administration's System for Award Management (<https://www.sam.gov/>). In the event that any third-party service contracts are entered into by the Board (rather than Provider) Provider shall have the right to consult with the Board on any such contracts which have an effect on Provider's ability to comply with the terms of this Contract. If at any time during the term of this Contract Provider presents to the Board objective evidence of any non-compliance by any contractor selected by the Board, which non-compliance impairs or affects Provider's ability to

effectively perform its functions under this Contract, the Board shall secure corrective action by the contractor in default thereof, up to and including termination.

(d) State and Federal Contracts

The Board at its option may make available to Provider or Provider's subcontractors the ability to purchase goods and services under State Term Contracts (STC) or Federal Supply Schedules (FSS). If Provider engages in such contracts, all purchases must be made for the exclusive use of the Veterans Cemetery and in accordance with the particular terms of the contract.

(e) Information Technology Equipment

The Board shall provide the Information Technology Equipment listed on **ATTACHMENT B** needed for the VA-mandated burial management system "BOSS" and communication with the Board. Any additional Information Technology Equipment needed for the operation of the Cemetery shall be the responsibility of Provider and shall be characterized as an Operating Expense.

6.07 SURPLUS PROPERTY

Provider shall submit to the Board no later than 30 calendar days from the first day of each Fiscal Year, a list of all Equipment (if any) Provider believes is surplus or is beyond repair. Provider shall cooperate with the Board in disposing of such equipment in accordance with applicable state and federal surplus property disposal laws, rules, or regulations.

6.08 MISCELLANEOUS SERVICES

Provider may perform other duties in connection with its responsibilities under this Article as the Board from time to time may reasonably require. Provider will prepare a statement of work and obtain the Board's written approval before proceeding with any such requests.

ARTICLE VII. RECORDS, REPORTS, AND INSPECTION AND AUDIT

7.01 OWNERSHIP OF DOCUMENTS AND WORK PAPERS

To the extent allowed by law, the Board shall own all records, documents, files, reports, work papers, and working documentation created in connection with the Veterans Cemetery, electronic or otherwise, except that Provider's internal administrative files and internal correspondence shall remain the property of Provider. Provider shall be entitled to retain a set of such work papers for its files. Upon termination of this Contract, Provider shall deliver such documents to the Board no later than 30 calendar days after the date of termination.

Provider agrees not to use records, documents, files, reports, work papers, and working documentation created in connection with the Veterans Cemetery, electronic or otherwise, for unrelated commercial purposes, advertising, or

advertising-related services, or for any other purpose not explicitly authorized by the Board in this Contract.

7.02 BOARD ACCESS TO RECORDS & PRIVACY

The Board or any duly authorized representative(s) shall have; for the purpose of making audits, examinations, excerpts, and transcriptions; unimpeded, prompt access to any of Provider's books, documents, papers, and/or records that are maintained or produced relevant to this Contract. Provider shall retain all records (not otherwise returned to the Board as per **Section 7.01**) related to this Contract for seven (7) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation, or other action is commenced before the end of the seven (7)-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the seven (7)-year period, whichever is later. Notwithstanding the terms of this provision, however, the retention of any records by Provider shall be in accordance with all state and federal regulations and requirements, as well as the record retention policy promulgated by Provider and approved by the Board.

Provider shall comply with all applicable federal and state privacy data protection laws, as well as other applicable regulations for any data received by or collected on behalf of the Board.

7.03 GOVERNMENT ACCESS TO BOOKS AND RECORDS

Provider shall comply with all applicable federal and state laws and regulations governing the maintenance of documentation to verify the cost of services rendered under this Contract. Provider agrees that all relevant records related to this Contract or any work product under this Contract, including the practices of its subcontractors, shall be subject, at any reasonable time to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Board, Texas State Auditor's Office, its contracted examiners, or the Texas Attorney General's Office, and with regard to any federal funding, the VA, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts entered into by Provider shall reflect the requirements of this section.

7.04 REPORTS

Provider shall prepare and provide to the Board any operational information which the Board may request from time to time, including any information needed to assist the Board in complying with any reporting obligations or contractual requirements imposed by the VA or any other regulatory entity. In addition, Provider shall file financial reports in accordance with the following guidelines:

- (a) Within thirty (30) calendar days after the end of each calendar month, Provider shall provide the Board with an unaudited balance sheet and an

unaudited statement of income and expenses for such month relating to the operation of the Veterans Cemetery, dated the last day of such month; and

- (b) Within one hundred fifty (150) calendar days after the end of the fiscal year of the Veterans Cemetery, Provider shall provide the Board with combined audited financial statements from an auditor acceptable to Board, including:
- (i) a balance sheet of the Veterans Cemetery dated the last day of said fiscal year;
 - (ii) a statement of income and expense for the year then ended relating to the operation of the Veterans Cemetery;
 - (iii) a statement of cash flows for the year then ended for the Veterans Cemetery; and
 - (iv) audit adjustments reconciling audited annual financial statements to unaudited monthly financial statements previously provided by Provider.

The balance sheet and statement of income and expense shall include columns setting forth the applicable amounts for the prior fiscal year, comparing data reported pursuant to **7.04(b)**, above, to such prior year's data (if applicable) as well as to the budget developed for that same year. In this connection, all such reports shall be prepared on forms reasonably acceptable to the Board and Provider, and all statements and reports shall be prepared on an accrual basis, in accordance with GAAP, consistently applied. As additional support to reporting information required under this Contract, Provider shall, at the Board's request, provide to the Board, within five (5) working days of the Board's request, access to and/or copies of:

- (i) all bank statements and reconciliations;
- (ii) detailed cash receipts and disbursement records;
- (iii) general ledger listing;
- (iv) summaries of adjusting journal entries;
- (v) copies of all paid bills; and
- (vi) any other supporting documentation the Board may reasonably request within such reasonable time as not to impair the performance of Provider's functions under this Contract.

7.05 BOARD AUDIT RIGHTS

Provider and the Board recognize that Provider shall be subject to audits by various state and federal agencies, based on its duties of operating the Veterans Cemetery. Provider shall supply the Board with a copy of all audit reports, regardless of their source. Nothing herein shall limit the right of the Board to demand one (1) annual program and/or fiscal audit in accordance with GAAP of

the Veterans Cemetery, using an independent third-party auditor selected by the Provider subject to review and approved by the Board which shall not be unreasonably withheld, the expense of which shall be borne by Provider. In addition, the Board shall have the right to perform an annual program and/or fiscal audit of any aspect of the operation of the Veterans Cemetery, using an auditor of the Board's choice. The costs associated with performing such special or targeted audits shall be the responsibility of the Board. Provider shall maintain such financial records and other records as may be prescribed by the Board or by applicable federal and state laws, rules, and regulations for a period of seven (7) years after final payment or until they are audited by the Board, whichever event occurs first. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

ARTICLE VIII. TERM, RENEWAL AND COMPENSATION

8.01 TERM OF CONTRACT

This Contract shall be effective October 1, 2024 ("Effective Date") and shall continue until September 30, 2029 (the "Initial Term"), subject to the conditions set forth in this Contract.

8.02 MANAGEMENT AND OPERATIONS FEE

As complete consideration for Provider's services under this Contract, including Provider's payment of all Operating Expenses, the Board shall, subject in all events to the availability of funds and current revenues as set forth in **SECTIONS 8.04 AND 9.01(a)**, pay Provider's Fee for the Veterans Cemetery in accordance with **ATTACHMENT D**, attached hereto and incorporated herein for all purposes. Provider's Fee shall be paid to Provider by the Board on a monthly basis, consistent with the requirements of Chapter 2251 of the Texas Government Code, "The Prompt Pay Act." For purposes of the Prompt Pay Act, the Board's payment of the Provider's Fee is overdue on the thirty-first (31st) day after the date the Board receives a proper invoice for Provider's services under the Contract. For purposes of determining the relevant time period to calculate the Provider's fee, "Day One (1)" for the Veterans Cemetery is the Effective Date. In the event that the Veterans Cemetery's Day One (1) is not on the first (1st) day of a month, the Operations Fee shall be prorated for the days in that month for which Provider provided services in the Veterans Cemetery. In accordance with the Prompt Pay Act, Provider shall pay any subcontractor under this Contract within ten (10) days after receipt of payment from the Board. **Requests for payment must prominently display "GLO Contract No. 25-019-000-E744."** Failure to include this information may result in a significant delay in payment.

8.03 INSPECTION

The Board's On-Site Representative shall conduct inspections, which may be announced or unannounced, at least once per quarter or more frequently if determined by the Board. Provider shall be scored in accordance with its compliance with the Board's Operating Manual and the Cemetery Inspection

Checklists, attached hereto and incorporated herein for all purposes as **ATTACHMENT F**. To the extent the Board conducts an inspection within 30 days from a Force Majeure event, the Board shall take into consideration the occurrence of such Force Majeure event in determining Provider's compliance with the Board's Operating Manual and Cemetery Inspection Checklists. Provider must maintain a minimally accepted compliance score of eighty percent (80%) or higher for each inspection. In the event that Provider does not achieve such a score, Provider shall be given at least thirty (30) days prior to the following inspection to remedy all cited deficiencies and achieve this score. Provider may request, in writing, a time period longer than thirty (30) days to achieve compliance which shall be subject to the Board or the Board's designee's written approval. The Board or the Board's designee's approval shall not be unreasonably withheld. If Provider cannot achieve compliance at this following inspection, the Board may elect to terminate the Contract for cause in accordance with **ARTICLE IX**.

If the Board elects to terminate the Contract for cause in accordance with **ARTICLE IX** for Provider's failure to achieve compliance, Provider shall reimburse the Board the amount of cost to bring the Veteran's Cemetery into compliance no later than the Contract's termination date.

8.04 OPERATIONS FEE ADJUSTMENT PROVISION

The Parties agree that the fees set forth on **ATTACHMENT E** are based in part upon certain estimates relating to costs of operation and projected burial rates, which are difficult to predict accurately over the term of the Contract. If any cost of operation materially changes (which must be objectively demonstrated), or actual burial rates exceed nine hundred (900) in any rolling one (1) year period, Provider may request a review and adjustment of these fees. The Board shall review Provider's request in good faith; however, notwithstanding the preceding sentence, the Board is not obligated to increase these fees.

8.05 PASS THROUGH EXPENDITURES

The Board and Provider agree that the "pass-through expenditures" listed on **ATTACHMENT D** shall be the responsibility of the Board and not considered part of Provider's normal Operating Expenses. Provider shall promptly present the Board with invoices for all such expenses for reimbursement.

8.06 LIMITED OBLIGATION AGREEMENT

THIS CONTRACT IS A LIMITED OBLIGATION OF THE BOARD, AND ANY PAYMENT REQUIRED BY THE BOARD UNDER THIS CONTRACT SHALL BE LIMITED SOLELY TO THE CURRENT FUNDS RECEIVED BY THE BOARD FOR THE PAYMENT OF EXPENSES OF THE VETERANS CEMETERIES; NEITHER THE FAITH, CREDIT, TAXING POWER OF THE STATE OF TEXAS OR THE UNITED STATES OF AMERICA, NOR THE GENERAL REVENUES OF THE BOARD ARE PLEDGED TO MAKE ANY PAYMENT REQUIRED UNDER THIS CONTRACT.

8.07 MISCELLANEOUS SERVICES FEE

The Board and Provider agree that any “Miscellaneous Services” requested by the Board, as described under **ARTICLES V AND VI**, shall be the responsibility of the Board and are not considered part of Provider’s normal Operating Expenses. Provider shall promptly present the Board with invoices for all such expenses for reimbursement. The Board, however, shall not compensate Provider for any expenses exceeding Provider’s statement of work as approved by the Board.

ARTICLE IX. TERMINATION AND REMEDIES

9.01 TERMINATION

Either Party may terminate this Contract in the Event of Default by the other Party, or as otherwise specified in this **ARTICLE IX**. In the event of notice of termination or default, Provider will cooperate in the development of a Transition Plan for transitioning all aspects of facility operation from the current Provider to a new provider designated by the Board, with such transition occurring no later than one hundred twenty (120) days from the date of the receipt of notice. Any outstanding obligations shall be resolved in accordance with **Section 9.06**.

(a) State Termination for Non-appropriation

This Contract shall not be construed as creating any debt on behalf of the State in violation of Tex. Const. Art. III § 49. The continuation of this Contract beyond the current biennium may be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Texas State Legislature, the Board’s excess lending profits and/or federal sources.

(b) Termination Without Cause by Board

The Board shall have the right to terminate this Contract without cause. Provider shall be provided with written notice no less than one hundred twenty (120) calendar days prior to the Board’s termination of this Contract. In the event that the Board exercises its rights to early termination under the provisions of this clause, such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

(c) Termination as Relief for Provider

Provider shall have the right to petition the Board for the termination of this Contract as relief from an unforeseen catastrophic natural or economic event, arising through no fault of Provider, that impairs the ability of Provider to perform its duties hereunder. Upon a finding that good cause exists for such termination, the Board shall terminate this Contract. Furthermore, if Provider, in fulfilling its obligations under this Contract, can objectively demonstrate to the Board that the Veterans Cemetery is operating at financial loss, Provider shall have the right to terminate this

Contract. In the event that this Contract is terminated, such termination shall occur at the earlier of either:

- (i) one hundred and twenty (120) days following Provider's petition to the Board for early termination; or
- (ii) the date upon which any catastrophic natural or economic event causes Provider to be no longer fiscally capable of carrying out the services required under this Contract.

9.02 PROVIDER EVENTS OF DEFAULT

With respect to Provider, it shall be an Event of Default hereunder for any of the following conditions:

(a) **Material Compliance**

If Provider fails to keep, observe, or perform any material agreement, term, or provision of this Contract for a period of thirty (30) calendar days after notice from the Board specifying the event or events of default. However, no Event of Default shall be deemed to exist where the act, event, or condition is one which by its nature or circumstances reasonably requires more than thirty (30) days to cure and Provider, promptly following receipt of the Board's notice, in good faith initiates and diligently pursues measures which, upon their conclusion, may reasonably be expected to cure or eliminate the noticed act, event, or condition;

(b) **Failure to Pay Third-party Providers**

If Provider fails to make payments or keep any covenants owing to any third party which would cause the Board to lose possession of the Veterans Cemetery or any personal property or service arrangements that are required to operate the Veterans Cemetery in the normal course of business;

(c) **Voluntary Insolvency occurs if Provider:**

- (i) ceases or fails to be solvent, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any, whether at stated maturity or otherwise;
- (ii) voluntarily ceases to conduct its business in the ordinary course;
- (iii) commences any Insolvency Proceeding with respect to itself; or
- (iv) takes any action to effectuate or authorize any of the foregoing;

(d) **Involuntary Insolvency occurs if Provider:**

- (i) has any involuntary Insolvency Proceeding commenced or filed against it, or if any writ, judgment, warrant of attachment, execution, or similar process is issued or levied against a substantial part of Provider's properties, and any such proceeding or petition is not dismissed; or such writ, judgment, warrant of

attachment, execution, or similar process is not released, vacated, or fully bonded within sixty (60) days after commencement, filing, or levy;

- (ii) admits the material allegations of a petition against it in any Insolvency Proceeding, or if an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or
- (iii) acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator, mortgagee in possession (or agent therefor), or other similar person for itself, for a substantial portion of its property or business.

9.03 BOARD EVENTS OF DEFAULT

With respect to the Board, it shall be an Event of Default hereunder if the Board fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including non-payment of Provider's Fee hereunder for any cause not specifically allowed herein, and such default continues for a period of thirty (30) calendar days after notice is provided to the Board by Provider.

9.04 FORCE MAJEURE/NO DEFAULT

Any delays in or failure of performance by either party, except with regard to the obligation of payments under this Contract, shall not constitute an Event of Default hereunder if, and to the extent that, such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent Force Majeure. The party claiming Force Majeure shall promptly notify the other party in writing of the Force Majeure event 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 other party may terminate this Contract immediately upon written notification to the non-performing party.

9.05 REMEDIES UPON DEFAULT - PROVIDER/BOARD

If any Event of Default by either Party shall occur, either party, in addition to any other remedy at law available to it, may terminate this Contract in accordance with the terms herein, thereby releasing all Parties from any further continuing operational obligations whatsoever hereunder, provided the Parties shall cooperate in development of a Transition Plan. **NOTHING CONTAINED IN ANY PORTION OF THIS CONTRACT SHALL BE CONSTRUED IN ANY WAY TO WAIVE ANY DEFENSES ASSERTIBLE BY EITHER PARTY, INCLUDING SOVEREIGN IMMUNITY BY THE BOARD OR GOVERNMENTAL IMMUNITY BY THE PROVIDER.**

9.06 WINDING UP

In the event of termination of this Contract for any reason, the Parties shall perform the winding up tasks specified in this section. The Parties agree that the

provisions of this section shall survive termination of this Contract and agree to undertake the following:

- (a) The Parties shall account for, and properly present to each other, all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set-off under this Contract;
- (b) Provider shall account and present for inspection to the Board, no later than thirty (30) calendar dates from the date of termination, all Capital Equipment and Capital Improvements, and any damaged or missing Capital Equipment and/or Capital Improvements shall be the financial responsibility of Provider unless otherwise provided for herein;
- (c) Provider shall return the Veterans Cemetery to the Board, equipped and in the same condition as it was provided to Provider, to ensure the continued operation of the Veterans Cemetery save and except for any damage that was caused by a natural catastrophic event through no fault of the Provider;
- (d) Provider shall return all keys, access cards, and security codes to the Board;
- (e) Provider shall satisfactorily complete work-in-progress at the contracted rate; and
- (f) Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Contract, if so requested by the Board.

ARTICLE X. MISCELLANEOUS

10.01 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER

A right or remedy herein conferred upon or reserved to either Party hereto is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing, upon the occurrence of an Event of Default hereunder. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy as provided in this Contract shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Contract to the Parties hereof may be exercised from time-to-time and as often as may be deemed expedient by the Parties hereto.

10.02 WAIVER OF PRIVILEGE

The Parties agree that any applicable attorney-client or other legal privilege shall not be deemed waived by this Contract.

10.03 ASSIGNMENT

Provider may not, without the prior written consent of the Board, which consent may be withheld or granted in the Board's sole discretion, assign its obligations as Provider hereunder; or lease, assign, or sub-manage the Veterans Cemetery.

10.04 SEVERABILITY

In case any one or more of the provisions contained in this Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, but this Contract shall be reformed and construed and enforced to the maximum extent permitted by applicable law.

10.05 APPLICABLE LAW

This Contract shall be interpreted, construed, applied, and enforced in accordance with the laws of the State of Texas applicable to contracts between parties that are to be performed entirely within Texas, regardless of:

- (i) where this Contract is executed or delivered;
- (ii) where any payment or other performance required by this Contract is made or required to be made;
- (iii) where any breach of any provision of this Contract occurs, or any cause of action otherwise accrues;
- (iv) where any action or other proceeding is instituted or pending;
- (v) the nationality, citizenship, domicile, principal place of business, jurisdiction of organization, or domestication of any party;
- (vi) whether the laws of the forum jurisdiction otherwise would apply the laws of a jurisdiction other than the State of Texas; or
- (vii) any combination of the foregoing.

NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD OR THE STATE OF TEXAS OR GOVERNMENTAL IMMUNITY BY THE PROVIDER.

10.06 DISPUTE RESOLUTION

If a dispute arises that cannot be resolved to the satisfaction of the Parties, either party may notify the other party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, either party may require that the issue(s) be mediated. In such event, the requesting party shall notify the other, and a mediator acceptable to the Board and Provider will be selected. The mediation shall occur within thirty (30) days of the selection of a mediator. Prior to the mediation, each party will provide the mediator with a statement of issues to be mediated, along with any other information/releases required by the mediator. Costs of the mediation shall be borne equally by the Parties. This provision shall not apply to any matter with respect to which the Board may make a decision within its sole and complete

discretion. Resolution of a dispute between Provider and any of its subcontractors, suppliers, or employees is the responsibility of Provider

10.07 CHOICE OF LAW AND VENUE

This 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 brought against the Board arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Except as otherwise provided by applicable law, the venue of any suit brought against Provider arising under this Contract is fixed in any court of competent jurisdiction in Hidalgo County, Texas. Provider irrevocably waives any objection-including any objection to personal jurisdiction-it has or may have to the bringing of any action or proceeding in accordance with the foregoing, in respect of this Contract or any related document. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD OF THE STATE OF TEXAS OR A WAIVER OF GOVERNMENTAL IMMUNITY BY THE PROVIDER.**

10.08 CONFIDENTIALITY & PUBLIC RECORDS

If Provider receives a request or demand to disclose any books, documents, or records relevant to this Contract for the purpose of an audit or investigation, Provider shall, within two (2) business days after receipt of such request or demand, notify the Board in writing of the nature and scope of such request or demand, unless Provider is strictly prohibit from doing so as set forth in the terms of an audit, investigation, or subpoena. Upon written request of the Board, Provider shall make available to the Board all such books, documents, or records.

To the extent permitted by law, Provider and the Board shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the Board, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Board; or (c) information that Provider or the Board is otherwise required to keep confidential by this Contract. Provider shall abide by the terms of the Board’s Information Security Appendix as outlined in **ATTACHMENT G**.

The Board shall post this Contract to the GLO’s website. Provider understands that the Board will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code Chapter 552 (“PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the Board or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the Board in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the Board or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as “confidential” or a “trade secret,” Provider waives any and all claims it may make

against the Board for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within seventy-two (72) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated email address.

10.09 INDEMNITY

TO THE EXTENT PERMITTED UNDER THE LAW, EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE BOARD, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE BOARD, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE STATE OF TEXAS AND THE BOARD FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- (a) THIS CONTRACT;**
- (b) ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- (c) ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL-BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE BOARD. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10.10 LEGAL PROCEEDINGS

Provider shall, through its legal counsel, promptly coordinate all pertinent legal matters and proceedings with the Board's counsel, excluding any proceedings in front of the Equal Employment Opportunity Commission (the "EEOC"). As soon as practicable after Provider obtains actual knowledge thereof, Provider shall notify the Board in writing of all pending or threatened legal proceedings (other than those pending in front of the EEOC) affecting the Veterans Cemetery or the Board.

10.11 NOTICES

All notices required or permitted hereunder shall be given in writing by hand delivery; by registered or certified mail, postage prepaid; or by overnight delivery.

Notice shall be delivered or mailed to the Parties at the following addresses or at such other places as either party shall designate in writing:

To Provider:

City Manager
The City of Mission, Texas
1201 E 8th St.
Mission, Texas 78572

To the Board:

Dr. John Kelley, Director
Texas Veterans Land Board
Veterans Cemeteries Program
1700 North Congress
Austin, Texas 78701

With a copy to:

Texas General Land Office
Office of General Counsel
P.O. Box 12873
Austin, Texas 78711-2873

10.12 ENTIRE AGREEMENT

This Contract contains the entire agreement between the Parties and supersedes all prior agreements and understandings, and shall be binding upon, and inure to the benefit of, their successors and assigns. This Contract may not be modified or amended except by written instrument signed by both of the Parties hereto.

10.13 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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 25-019-000-E744

IN WITNESS WHEREOF, the Parties hereby execute this Contract, to be effective as of the date executed by the last party.

**TEXAS GENERAL LAND OFFICE &
VETERANS LAND BOARD**

CITY OF MISSION, TEXAS

Tony Dale, Executive Secretary

By _____

Name: Mike P. Perez

Title: City Manager

Date of execution: _____

Date of execution: _____

OGC _____

PM _____

OIS _____

DGC _____

GC _____

ATTACHMENTS TO THIS AGREEMENT:

- ATTACHMENT A:** Capital Assets and Improvements
- ATTACHMENT B:** Information Technology Equipment
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Management and Operations Fee
- ATTACHMENT E:** Fiscal Year Budget
- ATTACHMENT F:** Cemetery Inspection Checklists
- ATTACHMENT G:** Information Security Appendix

ATTACHMENT A. CAPITAL ASSETS AND IMPROVEMENTS

2018 CUSHMAN SHUTTLE 6 GOLF CART
KUBOTA RTV-X900W-H
HUSTLER Z DIESEL 60IN CUT SIDE DISCHARGE
WYLIE DO3200T SPRAYER WITH TANK
HUSTLER 938258US ZERO TURN MOWER
ATLAS JSV-3000 UTV
ATLAS JSV-3000 UTV
JOHN DEERE MS1108 80BU 2SPEED SPREADER
CLUB CART CARRYALL CASKET CARRIAGE CART
GRASSHOPPER DURAMAX 61INCH MOWER
GRASSHOPPER DURAMAX 72INCH MOWER
Bobcat E35 R-2 Series Bobcat Compact Excavator
Club Cart Onward 6 Passenger
Wacker Neuson DW30 Compact Dumper
Wacker Neuson DW30 Compact Dumper
Moto Electric Vehicles 8 passenger Golf Cart
Kawasaki Mule PRO FX EPS
VAF-1000 Filter
2024 Bobcat UW56
2024 Bobcat UW56
VAN 2006 FORD E-250 CARGO VAN HURST
MINI-EXCAVATOR BOBCAT 331 W/ATTACHMENTS
LOADER BOBCAT A300 LOADER
TRUCK 2007 FORD F450 DIESEL DUMP TRUCK
SCAG SABRE TOOTH TIGER LAWN MOWER 72"
TRAILER TILT UTILITY 16/4 20'
HOLLINGSWORTH 4 TON SPREADER WITH PTO DR
TRACTOR JOHN DEERE 3520 W LOADER CUTTER

ATTACHMENT B. INFORMATION TECHNOLOGY EQUIPMENT

Equipment Type	DESCRIPTION
Firewall	Meraki MX64W
Desktop	DELL OPTIPLEX 7040
Printer	HP LaserJet M277DW
Printer	HP LaserJet M277DW
Desktop	DELL OPTIPLEX 7050
Desktop	DELL OPTIPLEX 7050
Printer	HP M281fdw
Printer	HP M281fdw
Desktop	DELL OPTIPLEX 7060
Desktop	DELL OPTIPLEX 7060
Desktop	DELL OPTIPLEX 7060
Laptop	LENOVO THINKPAD
Smart Phone	Apple iPhone 8
Office Machines	DESTROYIT 2604SC-SB SHREDDER BUNDLE
Laptop	DELL LATITUDE 7410
Laptop	DELL LATITUDE 7410

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, 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. Provider shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, 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, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [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, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), 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.
8. If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain

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

records and make them available to the GLO as evidence of Provider's compliance with the required controls.

9. 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.
10. Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
11. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, 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.*
13. If the Contract is not for architecture, engineering, or construction services, then 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if 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 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.

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

- The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount 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 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 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, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider 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. Provider 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.
15. 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.*
16. 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 funds. If such funds are not appropriated or become

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

unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, 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.
19. 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.
20. 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.*
21. 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.*
22. 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.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE

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

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.*

25. 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 PROVIDER 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.*

26. 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,

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

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.*

27. Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, 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.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, 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.*
31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The

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

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.

32. 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.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, 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.
35. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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

36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If 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.
38. 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.*
39. Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Provider is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
42. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
43. If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from

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

contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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

MANAGEMENT AND OPERATIONS FEE

Subject to the provision of **ARTICLES VIII** and **IX**, and as complete consideration for Provider's services under this Contract, the Board shall pay Provider:

(a) Provider's Fee:

Twelve (12) equal monthly payments in accordance with Provider's current, applicable fiscal year Budget; and

(b) Pass-Through Expenditures:

The following expenses shall be treated as expenditures of the Board and not payable by Provider as an Operating Expense.

- Concrete Grave Liners; and
- Audit Expenditures as defined in **SECTION 7.05**.

Place Holder for City Approved Budget

BUDGET
FISCAL YEAR 2024-2025 BUDGET SUMMARY

Fund No.: VETERANS CEMETERY
Function: CEMETERY FUND (35)
Department: VETERANS CEMETERY DEPT. (410)

Account Description	Account Object	FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.
EMPLOYEE SALARIES AND WAGES:	14000					
Salaries of Department Heads and Foremen	14020	59,783	74,180	74,180	74,180	79,360
Salaries of Employees	14030	316,096	351,665	351,665	351,665	352,955
Overtime	14040	5,717	7,500	7,500	7,500	7,500
SUBTOTAL		381,596	433,345	433,345	433,345	439,815
EMPLOYEE BENEFITS:	24000					
Social Security Tax	24060	27,443	33,151	33,151	34,311	33,646
Health Insurance	24070	74,500	74,500	74,500	77,033	74,500
Employee Retirement	24080	30,669	36,118	36,118	37,346	36,656
Auto Allowance	24090	-	-	-	5,170	-
Unemployment Compensation Insurance	24100	100	2,061	2,061	2,131	2,871
Worker's Compensation Insurance	24110	12,323	20,354	20,354	21,046	20,495
SUBTOTAL		145,034	166,184	166,184	177,037	168,168
PURCHASED PROF. & TECHNICAL SERV:	34000					
Other Professional Services	34499	-	49,000	49,000	100,000	72,000
SUBTOTAL		-	49,000	49,000	100,000	72,000
PURCHASED PROPERTY SERVICES:	44000					
<i>Utilities</i>						
Electricity	44570	14,835	15,000	15,000	15,510	15,510
Water/Garbage	44590	2,798	5,500	5,500	5,687	5,687
<i>Repairs and Maintenance Services</i>						
Building Repair & Maint Services	44610	-	2,000	2,000	2,000	2,000
Other Structures & Improvements	44630	-	1,000	1,000	41,000	1,000
Repairs & Maint.-Machinery and Equipment	44640	2,474	1,400	1,400	2,000	2,000
Rental of Machinery and Equipment	44660	1,799	2,030	2,030	1,800	1,800
SUBTOTAL		21,906	26,930	26,930	67,997	27,997
OTHER PURCHASED SERVICES:	54000					
Telephone	54470	1,747	2,500	2,500	-	-
Internet Connection	54480	952	3,600	3,600	-	-
Postage	54490	4	500	500	500	500
Travel and Training	54500	429	1,000	1,000	1,000	1,000
Auto, Truck, & Equip. Insurance	54550	1,977	2,300	2,300	2,300	2,300
General Liability Insurance	54560	2,796	3,300	3,300	-	-
SUBTOTAL		7,905	13,200	13,200	3,800	3,800

BUDGET
FISCAL YEAR 2024-2025 BUDGET SUMMARY

Fund No.: VETERANS CEMETERY
Function: CEMETERY FUND (35)
Department: VETERANS CEMETERY DEPT. (410)

Account Description	Account Object	FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.
SUPPLIES:	64000					
<i>Office:</i>						
Office Equipment	64120	-	-	-	-	-
Office Supplies	64140	2,389	2,500	2,500	2,500	2,500
<i>Operating Supplies:</i>						
Motor Vehicle Fuel	64180	6,958	7,000	7,000	7,000	6,500
Agricultural and Landscaping	64210	3,910	4,800	4,800	7,000	6,794
Cemetery Supplies	64215	4,720	7,870	7,870	15,500	17,926
Chemical & Laboratory Supplies	64220	2,988	4,000	4,000	7,000	6,500
Cleaning and Sanitation Supplies	64230	1,622	2,800	2,800	3,500	3,500
Food, Ice, and Bottled Water	64250	944	1,000	1,000	1,000	1,000
Safety Supplies	64265	872	1,500	1,500	3,500	3,500
Clothing and Uniforms	64270	3,837	6,000	6,000	7,500	7,000
<i>Repair and Maintenance Supplies</i>						
Motor Vehicle Repair Parts and Supplies	64300	2,322	3,000	3,000	3,500	4,300
Building Repair and Maintenance Supplies	64310	12,870	15,000	15,000	15,000	15,000
Other Repair and Maintenance Supplies	64360	15,475	500	500	500	500
Small Tools	64380	229	1,000	1,000	3,000	1,500
Minor Equipment (Under \$1,000)	64390	651	1,000	1,000	3,500	1,000
SUBTOTAL		59,788	57,970	57,970	80,000	77,520
CAPITAL OUTLAYS:	74000					
<i>Improvements Other Than Buildings</i>						
Other Structures and Improvements	74940	10,723	-	-	-	-
Machinery and Equipment (Over \$1,000)	74950	-	-	-	-	-
SUBTOTAL		10,723	-	-	-	-
DEBT SERVICE:	84000					
Other Principal	84800	-	-	-	-	-
Other Interest	84830	-	-	-	-	-
SUBTOTAL		-	-	-	-	-
MISCELLANEOUS	94000					
Dues and Memberships	94700	71	200	200	1,000	500
Depository Charges	94715	-	-	-	-	-
Contractual Services not Otherwise Classified	94810	4,030	3,000	3,000	4,800	10,000
Other	94899	1,343	171	171	671	200
SUBTOTAL		5,444	3,371	3,371	6,471	10,700
TOTALS		\$ 632,395	\$ 750,000	\$ 750,000	\$ 868,650	\$ 800,000

Note: Account 35-410-34499 reflected in this budget refers to an Administrative Fee for indirect costs to be transferred to the City's General Fund at the close of every month.

CEMETERY INSPECTION CHECKLISTS

VLB Quarterly Site Inspection Checklist #1 Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	1. Survey	Standard 1.1.1.1: Visually prominent areas , turf, sand, or mineral-based ground cover are maintained in a manner that is appropriate for the medium in place.	Measure 1.1.1: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the overall appearance of the cemetery is excellent. (NoK, FD)	Critical	99%	94-100% = Met <94% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.2: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 1.1.2: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the appearance of their loved one's gravesite/columbaria is excellent. (NoK)	Critical	96%	91-100% = Met <91% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.4: Committal services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.	Measure 1.1.4: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the committal shelter used for the service was private, clean, and free of safety hazards. (NoK, FD)	High	98%	93-100% = Met <93% = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.1: Equipment is functional, in good condition, and visibly marked as State or Tribal property.	Measure 2.2.1a: Cemetery Equipment and Vehicles present a clean (generally free of dirt and extraneous matter) and neat appearance at the end of each workday.	High	Yes	Yes = Met No = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.1: Equipment is functional, in good condition, and visibly marked as State or Tribal property.	Measure 2.2.1d: Non-functional equipment is identified and removed from visually prominent areas within 90 days.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.1: Buildings and structures are well-maintained and are acceptable for their functional use.	Measure 3.1.1a: The percent of cemetery buildings that are assessed as acceptable for their function .	High	90%	90-100% = Met <90% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.3: Approved water features are functional and maintained according to their intended purpose.	Measure 3.1.3: The percent of water features (natural or man-made ponds, lakes, fountains, pools, waterfalls) that are assessed as acceptable for their function .	Medium	80%	80-100% = Met <80% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.4: Signage is convenient and helpful.	Measure 3.1.4a: The percent of signage (wayfinding) that are assessed as acceptable for their function .	Medium	80%	80-100% = Met <80% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1a: The percent of headstones, markers, and niche covers that do not show evidence of debris or Objectionable Accumulations .	High	95%	85-100% = Met <85% = Did Not Meet

5. Grounds Maintenance	1. Cemetery Grounds Management	Standard 5.1.1: All maintenance activities are included in a current Cemetery Grounds Management Plan .	Measure 5.1.1: The cemetery has a written, current Cemetery Grounds Management Plan that includes all maintenance activities and schedules and are reviewed and updated on an annual basis.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.1: Visually prominent areas have sand, mineral, or well-established, healthy stand of turf.	Measure 5.2.1: Sand, mineral, or turf in visually prominent areas are generally weed free .	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.2: All sand, mineral, or turf is free of debris, i.e., leaves, fallen branches, and trash.	Measure 5.2.2b: Sand, mineral, or turf areas are cleared of leaves and other natural debris, as needed, or at least weekly.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.3: All sand, mineral, or turf areas are graded to ensure proper drainage and prevent standing or pooling water.	Measure 5.2.3: Sand, mineral, or turf in visually prominent areas do not show evidence of standing or pooling of water.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.4: Visually Prominent Areas have a well-established, healthy stand of turf.	Measure 5.2.4b: Visually Prominent Areas with established turf are maintained within one inch above the range of that which is professionally recommended for that type of turf and geographic region according to the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.5: The turf used is compatible with the geographic region.	Measure 5.2.5: The cemetery is using turf that is compatible with the geographic region.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	1. Order	Standard 6.1.1: The request for a headstone, marker, or niche cover is completed within prescribed time frames.	Measure 6.1.1: The percent of headstone, marker, and niche cover requests that are inscription approved (released from the cemetery in BOSS , or ordered and tracked if not using BOSS) within ten calendar days of interment.	High	97%	97-100% = Met <97% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	1. Order	Standard 6.1.2: Inscription data are accurate and complete.	Measure 6.1.2: The percent of inscriptions ordered by the cemetery that are accurate and complete.	High	99%	99-100% = Met <99% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.2: Headstones, markers, and niche covers are handled and stored to prevent damage prior to setting.	Measure 6.2.2: The percent of headstones, markers, and niche covers received annually that are replaced due to cemetery damage prior to setting.	Medium	Less than 1%	<1% = Met =>1% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.3: Headstones, markers, and niche cover replacement coding is verified for accuracy.	Measure 6.2.3: The percent of replacement orders that are reviewed for accurate replacement reason, error, and expense codes.	Medium	100%	90-100% = Met <90% = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.1: Each day's gravesites are properly excavated and present a neat appearance prior to burial.	Measure 7.2.1: Gravesites are excavated properly, at the proper depth, proper position (Left Half, Right Half, Center Line, etc.), spoils or sod appropriately removed or made presentable, and headstones for reopener appropriately placed and/or protected.	High	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.2: Integrity of existing graves around the worksite will be preserved.	Measure 7.2.2: Corrective action to repair damage caused by daily operations is initiated by close of business the same day.	Medium	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.2: In accordance to Occupational Safety and Health Administration's (OSHA) Walking Working Surfaces: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 8.1.2a: Roads, sidewalks, paths and parking lots open to the public or for cemetery operations during adverse conditions are safe and accessible (e.g., clear of ice and snow or storm debris).	High	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.3: Open graves are identified and protected.	Measure 8.1.3: Open graves are protected by appropriate devices while unattended.	Medium	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.1: Communication with individuals and organizations.	Measure 9.1.1a: Attendance at one community event per month.	Medium	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.1: Communication with individuals and organizations.	Measure 9.1.1b: Promotion of patriotism. Involvement of scouts or schools once per month.	High	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #2

Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	1. Survey	Standard 1.1.3: Committal services are conducted with dignity and respect for the decedent, and compassion for their loved ones.	Measure 1.1.3: The percent of respondents to the annual Customer Satisfaction Survey who were somewhat or very satisfied with the committal or memorial service. (NoK)	Critical	95%	90 - 100% = Met <90% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.5: Signage is convenient and helpful.	Measure 1.1.5: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that there are sufficient signs within the cemetery to assist visitors. (NoK, FD)	High	90%	85-100% = Met <85% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.6: Headstones, markers, and niche covers are clean, free of debris and Objectionable Accumulations .	Measure 1.1.6: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the upkeep of headstones, markers, and niche covers is excellent. (NoK, FD)	Medium	98%	93-100% = Met <93% = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.2: Tools are available, properly maintained, and secure.	Measure 2.2.2: Mechanic and hand tools are cleaned and stored in the proper location at the end of each workday and are stored in a secure location when not in use.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.1: Buildings and structures are well-maintained and are acceptable for their functional use.	Measure 3.1.1b: The percent of cemetery structures that are assessed as acceptable for their function .	High	90%	90-100% = Met <90% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.4: Signage is convenient and helpful.	Measure 3.1.4b: The cemetery's business hours are posted in a Visually Prominent location (e.g., Entrance, Administration Building, Public Information Center).	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6c: Cemetery restrooms that do not meet Accessibility Standards are reported in writing by the cemetery to State or Tribal leadership.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.7: Compliance with Veteran Cemetery Grants Program requirements.	Measure 3.1.7: Current and accurate VA Form 40-0241 annual data report provided timely to the Veteran Cemetery Grants Program.	Critical	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1b: The percent of gravesites that have grades which are level and blend with adjacent grade levels.	High	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2a: The percent of headstones, markers, and niche covers that are visually aligned horizontally, vertically, and diagonally.	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.2: All sand, mineral, or turf is free of debris, i.e., leaves, fallen branches, and trash.	Measure 5.2.2a: Sand, mineral, or turf in visually prominent areas is free of trash.	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.6: Visually Prominent Areas are properly trimmed and edged.	Measure 5.2.6: Other Features (any additional turf areas requiring edging or trimming such as sidewalks, curbs, monuments) are trimmed or edged according to the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.7: Avoid damage and ensure continuation of a well-established, healthy stand of turf during grounds maintenance operations.	Measure 5.2.7: Turf damage due to grounds maintenance tasks is identified and corrective action initiated by close of business the same day.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.8: The grade of every gravesite blends in with adjacent grade levels.	Measure 5.2.8: Sunken graves have been identified and a plan of action developed to re-establish the ground level and cover within 30 calendar days of the date identified.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.9: Gravesite openers and re-openers avoid damage and ensure continuation of a well-established, healthy stand of turf, presenting a disciplined evolution , not a construction site.	Measure 5.2.9a: Interments (first and subsequent) during the growing season that show healthy turf re-established within 60 days of the interment.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.9: Gravesite openers and re-openers avoid damage and ensure continuation of a well-established, healthy stand of turf, presenting a disciplined evolution , not a construction site.	Measure 5.2.9b: Winter grave re-openers that show healthy turf re-established within 60 days of the start of the growing season.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.1: All headstones, markers, and niche covers are inspected and verified for inscription accuracy and quality.	Measure 6.2.1a: The percent of headstones, markers, and niche covers inspected to ensure the accuracy and quality of the inscription (centered, level, appropriate depth, consistency, etc.).	High	100%	90-100% = Met <90% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.1: All headstones, markers, and niche covers are inspected and verified for inscription accuracy and quality.	Measure 6.2.1b: The percent of headstones, markers and niche covers received damaged, incorrectly inscribed, or of poor quality that are reported and reordered within six calendar days of delivery or inscription on site.	High	100%	90 - 100% = Met <90% = Not Met
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.1: Headstones, markers and niche covers are set in a timely manner after receipt.	Measure 6.3.1a: The percent of headstones, markers, or niche covers set within ten calendar days of receipt.	High	95%	95-100% = Met <95% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2d: Headstones and Markers set in Existing Sections are installed to be uniform with only minor height deviations to achieve a Pleasing Top Line with like headstones and markers in that section, and/or are set to ensure the inscription is visible.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	4. Verification and Handling of Remains	Standard 7.4.1: All caskets and urns are checked and verified to ensure accurate placement and are undamaged by cemetery personnel.	Measure 7.4.1b: The percent of caskets or urns that are undamaged by cemetery staff from receipt through interment operations	High	100%	100% = Met <100% = Did Not Meet
8. Safety	1. Operations	Standard 8.1.4: Cemetery facilities and infrastructures are maintained to avoid safety hazards for visitors and staff.	Measure 8.1.4: The number of accidents or injuries reported due to unsafe conditions in the cemetery as a result of poor maintenance of facilities and infrastructures.	Medium	0	0 = Met >0 = Did Not Meet
8. Safety	1. Operations	Standard 8.1.5: Grounds are maintained in a manner that avoids safety hazards for visitors and staff.	Measure 8.1.5: The number of accidents or reported injury to visitors or cemetery staff due to preventable safety hazards.	Medium	0	0 = Met >0 = Did Not Meet
9. VLB Standard	2. Readiness	Standard 9.2.1: Casket flags.	Measure 9.2.1: U.S. burial flags available for all Veterans' funeral services; including Unaccompanied Veterans.	High	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.2: Volunteer Services.	Measure 9.1.2: Involvement of volunteers in some aspect of operations.	Medium	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #3

Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	2. Complaints	Standard 1.2.1: Cemeteries must have a complaint or complaint/compliment log.	Measure 1.2.1: The cemetery has a program for capturing complaints (mandatory) and compliments (preferred but optional). A complaint / compliment log is maintained by the cemetery staff and describes how the cemetery addressed and attempted to resolve each complaint.	High	Yes	Yes = Met No = Did Not Meet
1. Customer Satisfaction	2. Complaints	Standard 1.2.3: Integrity of existing graves around the worksite will be preserved.	Measure 1.2.3: The percent of complaints from visitors and family members about the condition of a grave damaged during interment operations that are addressed and attempted to be resolved by the cemetery.	Medium	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.2: Access features are well-maintained and are acceptable for their functional use.	Measure 3.1.2a: The percent of access features (roads, parking lots, curb, walk, paths, entry features, perimeter walls/fences, bridges, overpasses, and sidewalks) that are assessed as acceptable for their function .	High	80%	80-100% = Met <80% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.2: Access features are well-maintained and are acceptable for their functional use.	Measure 3.1.2b: Marked parking spaces (where provided) meet handicapped accessibility requirements in public and employee parking lots or areas.	High	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	2. Kiosk/Gravesite Locator	Standard 3.2.1: Kiosk / Gravesite locator is convenient, in good repair, and helpful.	Measure 3.2.1b: Cemeteries provide a current and functional gravesite locator. If gravesite locator is a book then it needs to be current, complete and printed in alphabetical order and accessible to visitors within 90 days of the most recent interment. (For those with less than 10 burials per year , this will be completed at a minimum of twice a year.)	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	3. Environmental Management	Standard 3.3.2: Spoils areas do not detract from cemetery appearance.	Measure 3.3.2: The cemetery's spoils are located in areas that minimize public visibility.	Medium	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1c: Turf around headstones is trimmed to the recommended height according to the Cemetery Grounds Management Plan .	Medium	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2b: The percent of headstones and markers that are at the proper height.	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.4: Visually Prominent Areas have a well-established, healthy stand of turf.	Measure 5.2.4a: Visually Prominent Areas with established turf are Generally Free of Bare Areas .	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.10: Visually prominent areas in which turf is not a part of the cemetery design are maintained in a manner that is appropriate for the medium in place. (Cemeteries Using Sand or Mineral-Based Ground Cover)	Measure 5.2.10: All Visually Prominent Areas appear raked and groomed and returning the gravesites to their original state within the same workday. (Cemeteries Using Sand or Mineral-Based Ground Cover)	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	3. Trees and Shrubs	Standard 5.3.1: Trees and shrubs are healthy, and free of pests and disease, and/or are maintained in accordance with the Cemetery Grounds Management Plan .	Measure 5.3.1: Trees and shrubs are healthy and free of pests and disease, and/or are maintained in accordance with the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	4. Planting Beds	Standard 5.4.1: Cemetery Planting Beds are well maintained, attractive, and compatible with the geographic region.	Measure 5.4.1b: Plants in planting beds are healthy, free of pests and disease, and are maintained in accordance with the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.1: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 5.5.1a: Debris, equipment, tools, and supplies are removed at the end of the workday.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.1: Headstones, markers and niche covers are set in a timely manner after receipt.	Measure 6.3.1b: The percent of graves marked with a permanent headstone, marker, or niche cover and set within 60 calendar days of the interment.	High	95%	95-100% = Met <95% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2a: Upright headstones in current active burial sections are installed to be uniform in height (24"-26" above ground); horizontally, vertically, and diagonally aligned; and inscription visible. A deviation from the height requirement is acceptable to ensure a Pleasing Top Line is achieved to compensate for ground contours.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2b: Flat markers in Active Burial sections are installed to be uniform in height (parallel with the ground and no more than 1" above ground level) and aligned horizontally, vertically, and diagonally.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.1: Headstones, markers, and niche covers that are no longer useable are disposed of in a manner that prevents reuse.	Measure 6.4.1b: Bronze markers or niche covers are recycled within one year of removal from the grave or niche.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.2: Headstones, markers, and niche covers are not damaged by cemetery operations.	Measure 6.4.2: The percent of headstone, marker, and niche cover replacements within the last 12 months due to damage during cemetery operations.	Medium	<0.1%	<0.1% = Met =>0.1% = Did Not Meet
7. Interment Operations	1. Layout of Burial Sections	Standard 7.1.1: Interment sections match Gravesite Layout Plan .	Measure 7.1.1a: Gravesite locations match the current Gravesite Layout Plan and Registry.	Critical	100%	100% = Met <100% = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.3: Outer burial receptacles awaiting installation are sufficient for the needs of the cemetery and placed in an orderly manner in an appropriate location.	Measure 7.2.3a: Outer burial receptacles are placed in a manner so they do not obstruct occupied graves or hinder the flow of traffic through the cemetery.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.3: Outer burial receptacles awaiting installation are sufficient for the needs of the cemetery and placed in an orderly manner in an appropriate location.	Measure 7.2.3b: Outer burial receptacles required for future installation are stored in an appropriate location away from public view.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	3. Committal Service	Standard 7.3.1: Veterans receive a committal service or memorial service.	Measure 7.3.1: The cemetery provides a committal service or has a program to memorialize Unaccompanied Veterans .	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	4. Verification and Handling of Remains	Standard 7.4.1: All caskets and urns are checked and verified to ensure accurate placement and are undamaged by cemetery personnel.	Measure 7.4.1a: Cemetery has a current (reviewed within past 24 months) Accounting for Remains SOP that has been certified by the Cemetery Director and incorporates standard tagging procedures for placing casket or urn into correct gravesite. The cemetery follows the SOP when performing interment operations.	Critical	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1a: Daily interment or inurnment sites are marked with a correct and aligned temporary marker.	High	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.2: In accordance to OSHA's Walking Working Surfaces: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 8.1.2b: Safety hazards (holes, hazardous trees and branches, sprinkler heads, etc.) identified and corrective action initiated within the same workday.	High	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #4

Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	2. Complaints	Standard 1.2.2: Committal services are conducted with dignity and respect for the decedent, and compassion for their loved ones.	Measure 1.2.2: The percent of complaints from visitors and family members about the committal service, when the cemetery is responsible, that are addressed and attempted to be resolved by the cemetery.	High	100%	100% = Met <100% = Did Not Meet
1. Customer Satisfaction	2. Complaints	Standard 1.2.4: Daily maintenance activities do not detract from the dignity and solemnity of the cemetery.	Measure 1.2.4: The percent of complaints received as a result of operations, noise, equipment, etc. intruding on the visitor's experience that are addressed and attempted to be resolved by the cemetery.	Medium	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6a: The percent of all cemetery restrooms that are inspected daily and determined to be clean and supplied in accordance with a Restroom Checklist. Checklists are visibly posted in each restroom. (Excludes, temporary restrooms (i.e., portable toilets for an event or at a construction site)).	High	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6b: For cemeteries with no on-site assigned State or Tribal employees, restrooms are cleaned and supplied as needed at least once a week and inspected at least once every two weeks.	High	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	4. Waste Management	Standard 3.4.1: Trash is collected, disposed of, and does not detract from cemetery appearance.	Measure 3.4.1a: The cemetery's central trash collection points are located in areas that minimize public visibility.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	4. Waste Management	Standard 3.4.1: Trash is collected, disposed of, and does not detract from cemetery appearance.	Measure 3.4.1b: Public-use trash receptacles are clearly marked, clean, neat, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1d: The percent of gravesites where turf around flat markers is edged (not trimmed) according to the Grounds Management Plan and are free of trimming debris.	Medium	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2c: The percent of upright headstones that are at correct plumb (no less than 89 degrees).	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	4. Planting Beds	Standard 5.4.1: Cemetery Planting Beds are well maintained, attractive, and compatible with the geographic region.	Measure 5.4.1a: Planting beds are Generally Weed-Free .	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.1: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 5.5.1b: Roads, walkways, shelters, and burial sections are free of grounds maintenance debris by the end of the workday.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.2: The National Cemetery Administration's floral policy is posted where the largest number of visitors will see the information.	Measure 5.5.2: Floral regulations are posted in visually prominent areas .	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	5. General Maintenance	Standard 5.5.3: Floral vases and its receptacles are well marked and in good condition.	Measure 5.5.3a: Floral vases are clean, free of water and debris, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.3: Floral vases and its receptacles are well marked and in good condition.	Measure 5.5.3b: Receptacles for floral vases are well marked, clean, neat, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2c: Niche covers are installed to be horizontally and vertically aligned. The proper rosette and security screws are used.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2e: Headstones and markers are located on the correct gravesite, consistent with the Gravesite Layout Plan and Registry.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.1: Headstones, markers, and niche covers that are no longer useable are disposed of in a manner that prevents reuse.	Measure 6.4.1a: Headstones, markers, and niche covers that are no longer useable are destroyed in a manner that obliterates the inscription and is dispositioned to prevent reuse; or placed within the existing gravesite for disposal to prevent reuse.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.3: Headstones, markers, or niche covers stolen, vandalized or damaged beyond reasonable repair by actions outside the cemetery's control (e.g., storms, automobile accidents) are repaired or replaced.	Measure 6.4.3: The percent of headstones, markers, or niche covers damaged beyond reasonable repair, stolen or defaced that are repaired or reordered within six calendar days of the date damage is identified.	Medium	100%	90 - 100% = Met <90% = Not Met
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.4: Headstone, marker and niche cover inscriptions are visible and legible, as appropriate for the age, and Historic Significance of the marker.	Measure 6.4.4: The percent of Historical Headstones, Markers and Niche Covers replaced during the past 12 months that are replaced with a headstone, marker, or niche cover of the same dimensions, material, inscription and features.	Medium	100%	100% = Met <100% = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1b: Daily burials are level with the surrounding terrain, tamped, raked smooth, and made ready for the application of seed or sod.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1c: Floral arrangements are neatly placed on correct gravesites by close of business each burial day.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.2: The active burial section presents a disciplined evolution , not a construction site.	Measure 7.5.2: Subsections show evidence of progress toward completion; grass is being established, headstones and markers delivered are being set, excess dirt, debris, tools and equipment are removed.	Medium	Yes	Yes = Met No = Did Not Meet
8. Safety	2. Personnel	Standard 8.2.1: Necessary personal protective equipment (PPE) and safety measures will be adhered to at all times.	Measure 8.2.1a: Personnel wear appropriate uniform and PPE for assigned tasks.	High	Yes	Yes = Met No = Did Not Meet
8. Safety	2. Personnel	Standard 8.2.1: Necessary personal protective equipment (PPE) and safety measures will be adhered to at all times.	Measure 8.2.1b: The number of accidents that occur as a result of improper use or lack of using PPE or safety measures during cemetery operations .	High	0	0 = Met >0 = Did Not Meet
9. VLB Standard	3. Administration	Standard 9.3.1: Reporting.	Measure 9.3.1: All reports are submitted accurately and on time.	Critical	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	4. Ceremonies and Special Events	Standard 9.4.1: Ceremonies.	Measure 9.4.1: Plan and coordinate one ceremony per year.	Critical	Yes	Yes = Met No = Did Not Meet

Note:

METHODOLOGY

The performance of the cemetery against each of the 9 applicable categories as listed in the checklists above, is evaluated using a combination of the following:

- 1) Documentation review;
- 2) In-person interviews of cemetery staff;
- 3) Visual inspection; and
- 4) Sampling of gravesites.

The VLB Quarterly Site Inspection Checklists will be used to gauge the cemetery's performance in multiple functional areas to provide a comprehensive picture of the cemetery's appearance and overall performance.

DISTRIBUTION

Upon finalizing the inspection results, the VLB Inspector will provide a copy of the scorecard and performance score results to the VLB Veterans Cemeteries Manager and the cemetery Director.

CORRECTIVE ACTION PLAN

A Corrective Action Plan (CAP) is required by VLB for any measure that the cemetery received a "Did Not Meet" on the VLB Quarterly Site Inspection Checklist scorecard.

Within one (1) week of receiving the final inspection results from VLB, the Cemetery Director shall submit a CAP to the VLB Inspector.

The VLB Inspector and Cemeteries Manager will review the CAP to determine if it describes how the cemetery will correct the deficiency and if a reasonable projected completion date was provided.

If the CAP is not approved, then it will be returned to the Cemetery Director to be amended. Once amended, it will be returned to the VLB Inspector for a subsequent review with the VLB Cemeteries Manager.

If the CAP is approved, the VLB Inspector will notify the Cemetery Director to move forward with the plan of action.

Cemetery Directors will provide a monthly status report of all active CAPs to the VLB Cemeteries Manager, VLB Inspector, and any other interested parties (i.e., city or county leadership, etc.) until the deficiency has been corrected.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information owned by the GLO, including PII or SPI as defined below, that Provider creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the course of Contract performance.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the information categories listed at Tex. Bus. & Com Code 521.002(2).

2. Security and Privacy Compliance

- 2.1. Provider shall keep all and GLO Data received under the Contract strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the NIST Cybersecurity Framework. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in Provider's contract with the GLO. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider's subcontractor(s).
- 2.5. Provider will not share GLO Data with any third parties.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any subcontract must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract.

3.2. Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this **Attachment**, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Any such destruction shall be verified by Provider and the GLO.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Provider agrees to take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records affected.
- 5.3. The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this **Attachment**, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and

application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.

- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.