



P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222
12007 Research Blvd. • Austin, Texas 78759-2439 • tasb.org

Serving Texas Schools Since 1949

February 13, 2026

San Elizario ISD
PO Box 920
San Elizario, TX 79849

Re: Statement of Work under Facility Services Master Agreement – Educational Facility Assessment Services with Annual Updates and TASB Facility Dashboard Access

Dear Dr. Meza-Chavez:

The Texas Association of School Boards, Inc. (“TASB”) is pleased to propose this Statement of Work for the following services: Educational Facility Assessment with Annual Updates and TASB Facility Dashboard Access, described on Attachment A, which is attached and incorporated herein for all purposes.

If this Statement of Work is accepted, TASB will consult with Client regarding the timeline for commencement and completion of the initial facility assessment services (“Initial Facility Assessment”). As set forth more fully in Attachment A, Client shall also receive an annual update to the educational facility assessment in each of the two years subsequent to the Initial Facility Assessment and shall receive access to the TASB Facility Dashboard for a term of three years commencing on the date of completion of the Initial Facility Assessment. **The total fee for Services is \$96,000.00. At the beginning of each year of the three-year term of this SOW, the Client will be invoiced \$32,000.00 as set forth more fully in Attachment A.**

This proposal shall remain valid for a period of 30 days from the date of this letter. Client may accept this proposal by having a person duly authorized to sign on behalf of and bind Client sign in the space provided below and return a copy to TASB via email to **karen.ogrady@tasb.org**. If accepted, this proposal constitutes a Statement of Work that is subject to the terms and conditions of the current Facility Services Master Agreement entered into by and between TASB and Client (Master Agreement). Unless otherwise indicated, all capitalized terms in the Master Agreement shall apply to this Statement of Work. **If you have any questions or need additional information regarding this Statement of Work, please contact the TASB Facility Services contact person for the proposed Services:**

Karen O’Grady, Services Manager
Email: karen.ogrady@tasb.org Phone: 512-738-0197

Sincerely,

Jeff Clemmons
Jeff Clemmons, TASB Facility Services Director

Accepted: San Elizario ISD

Signature

Date

Printed Name

Title

ATTACHMENT A

Statement of Work

The following is a description of TASB’s Educational Facility Assessment Services with Annual Updates and TASB Facility Dashboard Access (“Services”). TASB (“we” and “our”) will provide Client (“you” and “your”) only those Services specified in this Statement of Work (“SOW”).

Required Client Information

Client agrees to provide TASB the following information (“Client Information”) for performance of the Services:

- Completed Client staff surveys (form provided by TASB)
- Inventory of Client buildings
- Related Floor Plans

TASB will not commence with onsite collection of facility assessment information until Client has provided the Client Information.

General Description of Services

The following is a general description of the Initial Educational Facility Assessment, Annual Updates, and TASB Facility Dashboard access to be provided. Specific items included in the TASB Fee are listed in the “Specific Services Included” section of this SOW.

Initial Educational Facility Assessment Services

The purpose of an educational facilities assessment is to measure the quality, sustainability, functionality, and educational effectiveness of school facilities. TASB Facility Services will conduct an initial educational facility assessment for Client (“Initial Facility Assessment”) utilizing a comprehensive appraisal method tailored for elementary, middle, and high school educational levels as well as support areas with those appraisal criteria categorized into the following areas:

1.0 School Site

- 1.1 Topography and soil drainage
- 1.2 Site size, location and accessibility
- 1.3 Access streets and vehicular traffic
- 1.4 Parking
- 1.5 Student loading areas
- 1.6 Pedestrian services
- 1.7 Playgrounds, athletic and intramural areas

2.0 Systems and Components

- 2.1 Roofs
- 2.2 Foundations
- 2.3 Heating, ventilation and air conditioning
- 2.4 Lighting
- 2.5 Electrical, communications, and data infrastructure
- 2.6 Drinking fountains and restrooms
- 2.7 Plumbing and mechanical infrastructure
- 2.8 Building envelope – exterior windows, doors and walls
- 2.9 Interior flooring, doors, cabinets, ceilings and walls

3.0 Site Safety and Security

- 3.1 Campus security systems
- 3.2 Emergency/life safety systems
- 3.3 Environmental/life safety systems

4.0 Educational Adequacy

- 4.1 General classrooms
- 4.2 Specialized learning areas (speech/reading/math/ESL/GT/ISS/etc.)
- 4.3 Specialized education and life skills
- 4.4 Vocational/ROTC classrooms and labs
- 4.5 Science classrooms and labs
- 4.6 Computer labs
- 4.7 Art
- 4.8 Fine arts (band/choir/music/drama)
- 4.9 Library, resource, and media center
- 4.10 Interior athletics (gym/natorium/lock rooms/weight rooms/etc.)

5.0 Support Space

- 5.1 Cafeteria and kitchen
- 5.2 Lounge and work areas
- 5.3 Nurse
- 5.4 Campus administrative
- 5.5 Client administration and auxiliary
- 5.6 Bus barn and maintenance facility

6.0 Portable Buildings

7.0 ADA Accessibility

Note: Assessments provided under this SOW do not address structural stability or live load issues. Any concerns related to the structural integrity of the facilities should be confirmed by a licensed architect or structural engineer.

The Initial Facility Assessment shall include only the campuses and/or facilities listed on the attached Schedule 1. Client must provide reasonable access to all areas within the facilities on Schedule 1.

Facilities will be evaluated based on our visual observation, as well as information obtained from Client staff. Student demographics will be evaluated per grade and campus.

The criteria are evaluated based on various federal and state agencies, associations, industry standards, as well as TASB Facility Services staff's knowledge and experience which may, as applicable, include:

- *TEA Texas Education Agency*
- *AFLE Association for Learning Environments*
- *ASHRAE Association of Heating, Refrigerating, and Air Conditioning Engineers*
- *IES Illumination Engineering Society*
- *NFPA National Fire Protection Association*
- *AEIS TEA Academic Excellence Indicator System report*
- *ADAAG Americans with Disabilities Act Accessibility Guidelines*
- *TAS Texas Accessibility Standards*
- *BOMA Building Owners and Managers Association*
- *IBC International Building Code*

Deficiencies and needs will be provided based on category, campus, and recommended time in which deficiencies should be addressed.

Annual Updates

In each of the two fiscal years subsequent to the Initial Facility Assessment, TASB will provide client with an electronic update to the Initial Facility Assessment with updated information and recommendations (“Annual Updates”). TASB shall coordinate with Client each fiscal year for the timing of the Annual Updates, and Client shall reasonably communicate and cooperate with TASB regarding such scheduling and provide all information reasonably requested by TASB to complete the Annual Update.

Annual Updates will only include those campuses/facilities included in the Initial Facility Assessment. Facilities not including in the most recent TASB Facility Assessment will require an initial facility assessment under a separate SOW at an additional charge and are not included in this SOW.

Client acknowledges and agrees that TASB is unable to complete an Annual Update unless and until such time as Client responds to requests for scheduling and provides the information reasonably necessary and requested by TASB for the performance of the Services. Should Client fail to schedule the Annual Update or provide the requested information within 90 days of a written request from TASB, Client shall be deemed to have opted not to receive an Annual Update for that year and waive any obligation on the part of TASB to provide such Annual Update.

TASB Facility Dashboard

On or before completion of the Initial Facility Assessment, Client will be provided access to the online, web-based TASB Facility Dashboard for viewing Client’s facility assessment report and data (“Client’s Facility Dashboard”) which shall be updated by TASB as part of the Annual Updates. TASB shall provide Client access to Client’s Facility Dashboard for a term of three years commencing on the date of completion of the Initial Facility Assessment. Subsequent Annual Updates and access to Client’s Facility Dashboard may be agreed to by the parties in writing by separate agreement.

Ownership/License. As between you and us, the TASB Facility Dashboard is proprietary to TASB. Unless otherwise expressly indicated, TASB owns all right, title and interest in the contents of and resources in the TASB Facility Dashboard, including without limitation all compilations of Client data. You hereby grant to TASB a non-exclusive, limited right in Client data for the purpose of TASB performing its obligations under this SOW. You otherwise retain all rights in and to Client data. Conversely, this SOW grants you a limited, non-exclusive, and non-transferable right to use Client’s Facility Dashboard solely for Client’s internal, noncommercial use and Authorized External Uses. Authorized External Uses means reproduction in whole or in part of screen displays and/or reports produced by the Client’s Facility Dashboard for your use and display in public meetings or your public communications, subject to any required inclusion of a TASB proprietary notice (for example, “© 2021 Texas Association of School Boards, Inc.”) or other attribution to TASB. Reproduction or distribution, in whole or in part, by you beyond the scope of the license in this agreement is prohibited unless specifically authorized in writing by TASB or expressly required by law. Inquiries and requests for permission for access and use of unlicensed activity of the Client Facility Dashboard will be directed to TASB Facility Services in writing at: facilitydashboard@tasb.org. TASB reserves all rights not expressly granted in this SOW.

Your licensed use of the TASB Facility Dashboard is subject to the terms and conditions of this SOW, the Website Terms and Conditions of Use, and Privacy Policy which are available at facilitydashboard.tasb.org. In the event of any conflict between the website terms and conditions of use and the terms of the Master Agreement and this SOW, the terms of the Master Agreement and SOW shall control, but only to the extent required to resolve the conflict.

Maintenance of Records: TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act, Texas State Library and Archives statute, or other law. As between Client and TASB, you shall remain the

custodian of records, including all Client facility data. TASB Facility Dashboard is not intended to serve as Client's permanent data storage facility, and Client is responsible for archiving Client data that must be retained onto a platform or location outside of TASB Facility Dashboard. Upon termination of this SOW, unless extended by other written agreement, Client shall have access to Client data for a period of 30 days after which Client data shall be subject to deletion. Upon request, TASB will cooperate with Client in transferring or converting Client data into a useful format, within the capabilities and limitations of the TASB Facility Dashboard technology; however, no promise is made that Client data will be transferred in any particular format.

Accessibility: For any public access request by Client to any portion of Client's Facility Dashboard, if Client determines that the accessibility for disabled users does not meet Client's requirements, Client shall determine and make its own accommodation.

Specific Services Included

TASB's fee for the Services shall include all expenses incurred by TASB during the project for the items marked as included below:

- 1.0** Project Kick-off Meeting
- 2.0** Initial and Annual Update Surveys
- 3.0** Interviews/Reviews of Initial and Annual Update Surveys
- 4.0** Initial and Annual Update presentations to Client staff
- 5.0** Initial and Annual Update presentations to Client's board/committee
- 6.0** Final and Annual Update reports through TASB Facility Dashboard

Services not specifically referenced within this Statement of Work are excluded.

Additional Information

In accepting this SOW, Client acknowledges that, in performing any services under this SOW, TASB is neither providing legal advice nor performing any Services as, or required by, an architect, engineer, or construction contractor of any type. Client further acknowledges that TASB is not a Registered Accountability Specialist, and the Services do not include plan reviews or inspections under the Elimination of Architectural Barriers statute (Texas Government Code Chapter 469, or any successor statute) or Texas Department of Licensing and Regulation Architectural Barriers Administrative Rules (16 T.A.C. Chapter 68 or successor rules). With respect to the services provided or work performed by any engineer or other third-party not a party to this Agreement, including but not limited to their subcontractors, employees and agents, TASB makes no warranty or guaranty regarding such services or work and does not guarantee quality, cost or time for completion of such services or work. In addition, Services performed under the Site Safety and Security section above are provided as part of a comprehensive, general facility assessment only and nothing therein is intended or shall be deemed to provide private security consulting or other security services as defined in Texas Occupations Code Chapter 1702.

Authorization for Use of Drones. Where appropriate and authorized by law, TASB may use small unmanned aircrafts, commonly referred to as "small UAS" or "drones", to collect information and assess conditions of Client facilities. In accepting this SOW, Client authorizes TASB to use small UAS on Client property in the performance of Services. Any small UAS operations shall be coordinated with Client in advance and shall only be performed by persons with a valid FAA remote pilot in command certification (TASB RPIC). Client will cooperate with the TASB RPIC in preparing for and conducting safe operations. A TASB RPIC may decline to perform services deemed in the TASB RPIC's reasonable discretion to be unsafe, unwise, or otherwise unauthorized by law or applicable regulation.

TASB Fee

Client shall pay TASB a fee of **\$32,000.00** for the Initial Facility Assessment, and **\$32,000** (“Annual Fee”) for each Annual Update and annual access to the TASB Facility Dashboard for a total Service fee of **\$96,000.00**.

TASB will invoice Client for the first Annual Fee following completion of the Initial Facility Assessment. The Annual Fee for each of the remaining 2 years of this SOW shall be invoiced at 12 months and 24 months following the Initial Facility Assessment Annual Fee invoice.

Client understands that the total Initial Facility Assessment and Annual Update service fees are being prorated over three years to assist the Client with budgeting for the cost of Services and Client shall pay all invoices in accordance with the Master Agreement.

Non Appropriations, Early Termination, and Liquidated Damages:

Client agrees that it shall use best efforts to appropriate funds for the Services included in this SOW, including Annual Updates. If, during Client’s annual appropriations determination, Client’s governing body does not allocate funds for facility assessment-related services, then Client shall have the right to terminate this SOW upon written notice to TASB. However, if any funds are appropriated for facility assessment-related services, such funds shall be applied first to the Services to be provided pursuant to this SOW and any such funds shall not be used to pay for facility assessment-related services from any other service provider.

~~Client’s obligations under this SOW are contingent upon the availability and appropriation of funds in accordance with Texas law. In the event sufficient funds are not appropriated by Client’s governing body, Client may terminate this SOW upon written notice to TASB without penalty. In the event of termination for any reason, Client shall pay TASB only for Services actually performed and accepted as of the effective date of termination. Under no circumstances shall Client be liable for liquidated damages, penalties, or unearned future fees. Client acknowledges and agrees that Client is receiving a discounted rate on the Initial Facility Assessment based on receiving the Initial Facility Assessment Services with the Annual Update Services and TASB Facility Dashboard access. Therefore, notwithstanding anything in the Master Agreement or this SOW to the contrary, should Client terminate the Master Agreement and/or this SOW after receipt of the Initial Facility Assessment, but prior to completion of one or more of the Annual Updates, for any reason including non-appropriations, Client shall pay TASB **\$86,400.00** as liquidated damages. Client agrees that such liquidated damages are a reasonable estimate of the damages due TASB for the failure to accept delivery of the Services and, as such, are not punitive in nature.~~

SCHEDULE 1

Campuses/Facilities

Includes all district campuses, support buildings and athletic facilities with the exception on residential housing.



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Serving Texas Schools Since 1949

February 16, 2026

San Elizario ISD
P.O. Box 920
San Elizario, Texas 79849

Re: Statement of Work under Facility Services Master Agreement –Long-Range Facility Planning Assistance Services

Dear Mr. Martinez:

The Texas Association of School Boards, Inc. (TASB) is pleased to propose this Statement of Work for the following services: Long-Range Facility Planning Assistance Services, described on Attachment A, which is attached and incorporated herein for all purposes.

If this Statement of Work is accepted, TASB will consult with Client regarding the timeline for commencement and completion of the Services. The Services will be provided to Client for a fixed fee amount of \$25,000.00. TASB’s fee includes the number of onsite meetings with administration, the Board of Trustees, and/or committees after completion of the planning services as set forth in Exhibit A. If requested by Client, additional onsite visits will be billed at the rate listed in Exhibit A.

This proposal shall remain valid for a period of 30 days from the date of this letter. Client may accept this proposal by having a person duly authorized to sign on behalf of and bind Client by signing in the space provided below and returning a copy to TASB via email to karen.ogrady@tasb.org. If accepted, this proposal constitutes a Statement of Work that is subject to the terms and conditions of the current Facility Services Master Agreement entered into by and between TASB and Client (Master Agreement). Unless otherwise indicated, all capitalized terms in the Master Agreement shall apply to this Statement of Work. **If you have any questions or need additional information regarding this Statement of Work, please contact the TASB Facility Services contact person for the proposed Services:**

Karen O’Grady, Services Manager
Email: karen.ogrady@tasb.org Phone: 512-738-0197

Sincerely,

Jeff Clemmons, TASB Facility Services Director

Accepted: San Elizario ISD

Signature

Date

Printed Name

Title

ATTACHMENT A

Statement of Work

The following is a description of TASB's Long-Range Facility Planning Assistance Services ("Services"). TASB ("we" and "our") will provide Client ("you" and "your") only those Services specified in this Statement of Work ("SOW").

Long Range Facility Planning Assistance

TASB will assist the Client in the development and completion of a long-range facility plan for district facility needs and efficient long-term use and management of district facilities ("Long Range Facility Plan") by providing the following Services:

1.0 Interviews

- 1.1 Interview key district staff

2.0 Facilitate Long Range Facility Planning committee meetings

- 2.1 Assist in identifying key staff and consultants to serve on Client's support team to prepare for committee meetings, presentations, and to provide support for Client's Long Range Facility Planning committee ("Committee") and its work.
- 2.2 Assist in developing agendas, processes, and structures for efficient and effective meetings.
- 2.3 Help guide visioning process
- 2.4 Help guide development of guiding principles

3.0 Collaborate and Review

- 3.1 Collaborate with Client support team in follow-up meetings to review each Committee meeting
- 3.2 Collaborate with Client support team in follow-up meetings to prepare for subsequent Committee meetings

4.0 Collaborative Presentations with Staff and other Client consultants to Committee

- 4.1 Facility assessment (by TASB)
- 4.2 Financial assessment (by other Client consultants)
- 4.3 Demographic data and enrollment projections (by other Client consultants)
- 4.4 Educational program assessment (by other Client consultants)
- 4.5 Maintenance plan (by Client)

5.0 Collaborative Presentation to board

- 5.1 Assist in development of Committee's report to the board
- 5.2 Attend presentation of Committee's report to the board

Onsite visits: Service include 10 onsite visits and related expenses. If requested by Client, additional onsite visits will be billed at a separate rate of \$2,500.00 per visit. TASB's fee does not include the cost of services of any third-party which may be requested by Client.

Invoicing: Following completion of the Services, Client will be invoiced TASB's fee.

Plan Updates: Services include the initial facility plan only. After completion of the facility plan, TASB Facility Services may provide assistance with updates for an additional fee if requested and as agreed to in writing between TASB and Client.

In accepting this SOW, Client acknowledges that TASB, in providing the Services, is providing information only and agrees that Client is responsible for all decisions regarding the use and dissemination of such information. TASB shall only be responsible for the Services specifically set forth

in this SOW to be provided by TASB and shall not be responsible or liable for any actions or work of any third-party, including any employee of Client or Client Consultant. Client further acknowledges that TASB is not an engineering or architectural firm and TASB will not perform any services under this SOW that are required to be performed by a licensed engineer or architect. TASB is neither providing legal advice nor providing information which shall be deemed advice on the structure, timing, and terms of bond issues, and TASB is not providing services in the capacity of a municipal advisor as defined under federal law or regulations, including the Securities and Exchange Act of 1934 and regulations of the Securities and Exchange Commission. Client shall seek bond or legal advice from Client's own counsel or other professional as necessary or appropriate



The Texas Association of School Boards, Inc. (“TASB”), a Texas nonprofit corporation, 12007 Research Boulevard, Austin, Texas 78759, and the undersigned entity (“Client”) enter into this Facility Services Master Agreement (“Agreement”). This Agreement is effective as of the date indicated on the signature page (“Effective Date”).

TASB Facility Services offers basic environmental, facilities, and related services to entities that subscribe to and pay the annual membership fee (“Facility Services Environmental Members”). This Agreement is for services beyond the basic Facility Services membership. The services provided under this Agreement are offered on a separate fee basis and shall be referred to as the “Service” or “Services.”

TASB and Client agree to the following terms and conditions for Client’s engagement of TASB to provide one or more Services:

1. **PURPOSE AND SCOPE.** This Agreement establishes the terms and conditions that apply to Services performed by TASB for Client as described in individual Statements of Work in accordance with Paragraph 2.
2. **STATEMENT OF WORK.** The specific details of the Services will be set out in writing in a Statement of Work (“SOW”), which will describe the Services to be provided and state the payment terms and any technical requirements, performance timelines, acceptance criteria, and other terms regarding the Services.

The SOW must be signed by representatives of both parties (who may be different from the signatories to this Agreement) who are duly authorized to sign on behalf of and bind their respective party. The parties may amend or modify the SOW by change order or other written agreement signed by their duly authorized representatives as may be authorized by their respective policies.

Each SOW is subject to the terms and provisions of this Agreement and is deemed to be incorporated into and attached as an exhibit to this Agreement. If a conflict or difference in terms exists between this Agreement and the SOW, the SOW will control but only to the extent necessary to reconcile the conflict or difference.

3. **TERM.** This Agreement begins on the Effective Date and, subject to

Paragraph 4, continues as provided in this section.

a. If Client is a Facility Services Environmental Member, the initial term of this Agreement will continue until the expiration of the Client's annual membership (August 31) and then automatically renew for successive one year terms co-extensive with Client's Facility Services annual membership (September 1- August 31).

b. If Client is not a Facility Services Environmental Member on the Effective Date, the initial term of this Agreement will be for a period of two years and then automatically renew for successive one year terms.

c. If Client is a Facility Services Environmental Member on the Effective Date of this Agreement but fails to renew Client's Facility Services Environmental membership, Client will be subject to non-Member pricing for all SOWs subsequent to termination of Client's Facility Services membership, and this Agreement will continue until the end of the then current term and automatically renew for successive one year terms unless Client terminates this Agreement in accordance with Paragraph 4.

4. TERMINATION. Either party may terminate this Agreement at any time by giving the other party 30 days advance written notice, which notice will specify the effective date of termination. Additionally, if Client is eligible for TASB Active, Associate, or Affiliate membership and ceases to maintain such membership, this Agreement will terminate at the same time as Client's TASB membership. In the event of termination, TASB and Client may mutually agree in writing to have TASB complete work on any SOW outstanding as of the termination date, which work shall be governed by the terms of this Agreement and the SOW. If this Agreement is terminated, Client will pay all amounts due under any outstanding SOW(s) in accordance with the terms of such SOW(s).

5. INDEPENDENT CONTRACTOR RELATIONSHIP/ SUBCONTRACTORS.

a. In performing the Services, TASB is at all times an independent contractor. Client will have no control over the methods and means of accomplishing the desired result. Under no circumstances will TASB or an employee or agent of TASB be deemed to be an employee or agent of Client. Nothing in this Agreement will be construed to authorize either party to make commitments of any kind for the other without the other party's prior written approval. This Agreement does not constitute or create, and will not in any way be construed, as a joint venture, partnership, or agency between Client and TASB. Further, in performing the Services, TASB does not act and shall not be deemed to be acting in a fiduciary capacity and is not and shall not be deemed to be providing legal advice to Client.

b. TASB may use one or more subcontractors (including sub-subcontractors) to perform the Services, provided that such subcontractors have the licenses, permits, and approvals required by applicable law.

6. PUBLICATION RIGHTS AND CLIENT INFORMATION.

a. Client grants TASB the right to publish Client's name and logo on TASB's website, promotional and marketing materials, or other publication or medium that would identify a TASB Facility Services client. This right also shall extend to images, pictures, and videos of Client's facilities or property, including Services performed. However, under no circumstance will an unobscured image, video, or audio recording of a minor or student be permitted without Client's specific written approval. Moreover, Client shall reserve the right to revoke the right granted in this section at any time by providing written notice to TASB as provided in this Agreement.

b. Client grants TASB a non-exclusive, royalty-free license to use de-identified and aggregated Client data solely for the purpose of improving TASB services. TASB shall not use or disclose Client-specific identifiable data for marketing, benchmarking publications, or external distribution without Client's prior written consent or unless required by law. ~~Client further grants TASB a perpetual, non-exclusive, royalty-free license to copy, modify and use any information and data supplied by Client or on behalf of Client ("Client Information") so that TASB may create analytical trend data in order to improve the quality of TASB services to members, clients, and constituents, as well as to carry out TASB's legitimate business purposes.~~ Unless otherwise authorized in writing or required by law, TASB will not disclose Client Information in a manner that allows individuals or personally identifiable information to be associated with Client's specific information. Notwithstanding the foregoing, Client agrees that Client's name may appear in a list of participating entities for reports containing such analytical trend data.

7. PAYMENT. Client will pay TASB in accordance with the SOW. Unless provided otherwise in the SOW, TASB will invoice Client for each SOW upon completion of the Services. The invoice will identify the Services performed and fees and other charges due and include appropriate supporting documentation to the extent applicable.

Client will pay each invoice in full within **45 days** of the date of the invoice. If Client disputes any portion of an invoice, Client will promptly give written notice to TASB stating the details of the dispute and pay any undisputed amount. TASB's acceptance of any partial payment will not waive TASB's right to receive payment of the disputed amount.

Balances that are more than 45 days past due will accrue **finance charges** at the maximum rate authorized by Chapter 2251 of the Texas Government Code (Prompt Payment Act) or successor statute. TASB reserves the right to delay or suspend performing Services under any SOW if Client fails to timely pay the undisputed amount due under one or more SOW(s).

8. WARRANTIES. Services will be performed by TASB in a good and workmanlike manner, and will conform to the applicable requirements and specifications described in the SOW.

TASB DISCLAIMS ANY AND ALL OTHER EXPRESS WARRANTIES AND ANY AND ALL IMPLIED WARRANTIES, IN REGARD TO ANY INFORMATION, PRODUCTS OR SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY. To the fullest extent permitted by applicable law, TASB's liability to Client under this Agreement is limited to the total dollar amount paid by Client to TASB pursuant to the SOW during the immediately preceding 24 months; provided, however, that this limitation shall not apply to damages resulting from gross negligence, willful misconduct, or violations of applicable law. Nothing in this Agreement shall be construed as a waiver of Client's governmental immunity under Texas law.giving rise to such liability during the immediately preceding 24 months.

IN NO EVENT WILL TASB OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO CLIENT OR ANY THIRD PARTY, IN CONTRACT, TORT, OR OTHERWISE, FOR

ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS, OR REVENUE, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

10. COMPLIANCE WITH LAW AND SAFETY. Each party will comply with all applicable federal, state and local laws, rules, regulations and orders, including without limitation those that require licensing and permitting and those that apply to the handling, management, transport, treatment and/or disposal of (as applicable) unutilized materials and waste and toxic materials and waste. As part of this obligation, each party agrees that it will not knowingly take any action in connection with performance that would be illegal or that would violate such laws, rules, regulations and orders.

TASB is in the business of providing the Services and generally understands the currently known hazards to persons, property and the environment in working with toxic and hazardous materials that may be present with respect to Services that TASB performs under this Agreement. Regardless of this understanding, Client will notify TASB's employees and agents of any known or suspected hazards on Client's property.

11. RELIANCE.

a. In performing Services under this Agreement, TASB shall be entitled to rely on the accuracy and completeness of information provided by Client and Client's contractors.

b. Any assistance or advice which may be provided by TASB as part of performing Services under an SOW under this Agreement is extended solely to Client. No other party, including but not limited to Client's other consultants or contractors, shall be entitled to rely upon advice or information provided by TASB, and TASB will not be authorized or required to represent or speak for Client.

12. MISCELLANEOUS

a. WAIVERS. Failure by either party to enforce any provision of this Agreement does not waive future enforcement of that or another provision. No right or obligation of a party may be waived without the prior written consent of the other party.

b. SUCCESSION AND ASSIGNMENT. This Agreement inures to the benefit of and is binding upon the parties and their respective successors and assigns. Either party may assign or transfer its rights or obligations under this Agreement with the prior written consent of the other party.

c. MEDIATION. The parties agree that, before bringing a lawsuit for any dispute arising out of this Agreement, they will first make a good faith effort to resolve the dispute by mediation. Each party's representative in the mediation must have full authority to compromise and settle any dispute that is the cause of the proceeding, and the results of the mediation will be binding only upon agreement of each party to be bound. The mediation will be held in Austin, Travis County, Texas, or at another location mutually agreed upon by the parties. Each party will pay its own expenses for participating in the mediation, including one-half of the mediator's fees.

d. NOTICES. Unless otherwise specified in a SOW, all notices, requests, and other communications related to this Agreement will be in writing and be delivered by personal delivery, registered or certified mail (return receipt requested), express courier (with postage prepaid), or

electronic facsimile or email (with electronic confirmation of receipt by recipient) addressed to the receiving party at the addresses set out on the signature page. Either party may change its notice information by giving the other party written notice of the change.

e. SEVERABILITY. If any part of this Agreement is declared or held unenforceable for any reason, the remaining parts will continue in full force and effect.

f. GOVERNING LAW, RULE OF CONSTRUCTION, AND VENUE. This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws provisions, and without giving effect to any custom or rule of law requiring construction against the drafter. Venue for any action arising out of this Agreement is in Travis El Paso County, Texas.

g. ATTORNEYS' FEES. In the event of a lawsuit relating to this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees that are equitable and just.

h. FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other under this Agreement for any failure or delay in performance resulting from causes beyond the reasonable control of that party, including without limitation acts of God; work stoppages due to labor disputes or strikes; material shortages; regulations, decrees, or orders of governmental authorities; riots, war, or rebellion; epidemics; or communication or utility failures. The party claiming force majeure must inform the other party in writing promptly at the beginning and the end of the period of force majeure, use due diligence to overcome obstacles to performance created by the force majeure event, and resume performance promptly after the obstacles have been removed, provided that the Agreement or SOW has not been terminated in the interim. Delay or failure of performance caused by a force majeure event will be excused for the period of delay caused by the force majeure event, provided that the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays or nonperformance caused by a force majeure event.

i. NO BOYCOTT VERIFICATIONS. To the extent required by Texas Government Code §2271.002 and §2274.002 for a written verification that a company contracting with a governmental entity does not boycott Israel, does not boycott energy companies, and does not discriminate against firearm and ammunition industries, TASB verifies that (i) TASB is a Texas nonprofit corporation and, as such, is not subject to the verification requirements and (ii) TASB does not and will not during the term of any SOW under this Agreement boycott or discriminate as defined in Texas Government Code Sections 2271.001 and 2274.001.

j. SURVIVAL. Sections 4, 5, 6, 7, 8, 9, 11 and 12 will survive the expiration or termination, for any reason, of this Agreement.

k. PAYMENT FROM CURRENT REVENUES. Client warrants that all payments required of it under a SOW will be made from current revenues available to Client.

l. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, together with any SOWs and related attachments, constitutes the entire understanding between the parties and supersedes any prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by both parties.

m. COUNTERPARTS. This Agreement may be executed by the parties in one or more counterparts, each of which will be an original and all of which will constitute one and the same instrument. A facsimile or imaged signature will be deemed an original.

n. AUTHORITY. This Agreement is executed with Client's full knowledge of its terms and meanings. Each individual signing below represents and warrants that he or she is duly authorized to bind his or her respective party to the terms and conditions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

