

Texas Commission on Environmental Quality
CONTRACT SIGNATURE PAGE

Contract Name: Bastrop County LEPC
Contract Number: 582-25-03002
Performing Party: Bastrop County
Performing Party Identification Number: 17460002268
Maximum Authorized Reimbursement: \$39,947.36
Effective Date: ☐ 09/01/2024 ☒ Date of last signature
Expiration Date: ☒ 08/31/2026 ☐ Last day of Fiscal Year in which the Contract was effective
☐ If checked, this Contract requires matching funds. Match Requirement:
☐ If checked, this Contract is funded with federal funds.

Assistance Listing Number:

Federal Grant Number:

This Contract is entered under:

☐ Gov't Code Ch. 771 (Interagency) ☒ Gov't Code Ch. 791 (Interlocal)
☐ Water Code § 5.229 (Intergovernmental) ☒ Water Code § 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct contract activities as part of its own authorized governmental functions and TCEQ will reimburse allowable costs subject to the Texas Grant Management Standards (TxGMS) and this Contract. TCEQ reimbursements will be from current revenues available to TCEQ.

**Texas Commission on
Environmental Quality**



Authorized Signature

Lana D'Souza

Printed Name

Radioactive Materials Compliance and Chemical

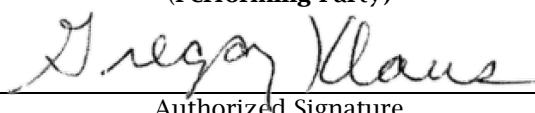
Reporting Manager

Title

6/16/2025

Date

**Bastrop County
(Performing Party)**



Authorized Signature

Gregory Klaus

Printed Name

Bastrop County Judge

Title

6/11/2025

Date

Mohammad Wasig CTCD, CTCM on behalf of Yvette Owens
Procurements & Contracts Representative

Yvette Owens, CTCD, CTCM

Printed Name

06/13/2025

Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract documents listed on this page and any Contract documents added through amendments. In the event of a conflict of terms, conditions, or requirements the Contract documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. The Contract documents, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Scope of Work
- General Terms and Conditions
- Notices, Project Representatives and Records Locations
- TCEQ Approved Grant Application and Budget (incorporated by reference)
- Attachment A – Release of Claims
- Attachment B – Budget Revision Request (BRR)
- Attachment C – Financial Status Report (FSR)

SPECIAL TERMS AND CONDITIONS

1. ARTICLE 1. SPECIAL CONDITIONS

The Performing Party agrees to these Special Conditions.

2. ARTICLE 2. DEFINITIONS

Unless defined herein, terms in this Agreement will have their plain meaning. The following terms have the meanings indicated.

- 2.1. Approved Grant Application- The grant application submitted by the Performing Party listing the requested grant activities proposed for grant funding, including any amendments or supplemental conditions added to the application. The Application is used to develop the Scope of Work of this contract. In case of conflict between the application and the Scope of Work, the Scope of Work will take precedence.
- 2.2. Approved Grant Application Summary- The contract document listing the Grant Activities from the Approved Grant Application that have been approved for funding, also referred to in this contract as the Scope of Work.
- 2.3. Financial Status Report (FSR) – Form and supporting documentation tracking overall budget compliance and documenting expenditure of grant funds. This term may be used interchangeably with Request for Reimbursement for projects where funds have been advanced to the Performing Party.
- 2.4. Grant Activities – activities the Performing Party has agreed to perform under this contract that are detailed in the Scope of Work.
- 2.5. Request for Reimbursement (RFR) – Forms and documentation required to be submitted in order to receive reimbursement for allowable costs incurred and paid by the Performing Party, also referred to in this contract as an “invoice”. For grants where advance payments have been provided, this term is synonymous with Financial Status Report (FSR).

3. ARTICLE 3. ADVANCE PAYMENT

- 3.1. The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of Contract Activities (Advance Payment).
- 3.2. By making Advance Payments, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to any Contract activity and any other Contract requirement.
- 3.3. Advance Payments are conditioned on the approval of a FSR. If the FSR does not demonstrate Performing Party has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.
- 3.4. If the Performing Party falls behind in the schedule of the Grant Activities or fails to utilize the amount of any Advance Payment, the TCEQ may reduce the amount of the next Advance Payment by a comparable sum or require the

return of previously advanced funds.

- 3.5. All Advance Payments must be expended by August 31, 2026. Any unspent Advance Payment must be returned to the TCEQ within 45 days of the Contract's expiration or upon written request by TCEQ within 30 days after receipt of notice by the Performing Party, whichever occurs first.
- 3.6. Performing Party may, but is not required to, place Advanced Payments into an interest-bearing account. If Advanced Payments are placed into an interest-bearing account, Performing Party may apply up to one hundred dollars (\$100.00) of accrued interest towards administrative expenses. Accrued interest in excess of one hundred dollars (\$100.00) is considered program income and must be returned to TCEQ with in the same manner as unspent Advance Payment.

4. ARTICLE 4. ELIGIBILITY FOR COST REIMBURSEMENT

- 4.1. The TCEQ will reimburse the Performing Party for those costs which are eligible for reimbursement in accordance with all requirements of this Contract. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the Grant Activities approved by the TCEQ. Costs must be included in the Scope of Work to be eligible for reimbursement. Determinations of eligibility for reimbursement are solely within the discretion of the TCEQ.

Procurement

- 4.2. Procurements financed by grant funds must comply with all applicable state purchasing law as well as the grant agreement.

Reasonable Costs

- 4.3. To be reimbursable, a cost must be reasonable. Criteria for determining reasonableness of costs include the following:
 - 4.3.1. Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Performing Party's business or the performance of the Grant Activities;
 - 4.3.2. Generally accepted sound business practices, competitive procurement, arm's length bargaining, and Federal and State laws and regulations;
 - 4.3.3. The Performing Party's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and
 - 4.3.4. Any significant deviations from accepted industry-established practices.
- 4.4. In general, for the cost of the Performing Party's goods and services to be reasonable, they must be procured through a competitive process in which bids, quotes, or proposals are solicited from an adequate number of qualified suppliers.
 - 4.4.1. Where competition is not feasible, TXGMS permits non-competitive procurement under the following circumstances:

- (1) the item is available only from a single source;
- (2) the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) the awarding agency or pass-through entity expressly authorizes noncompetitive proposals; or
- (4) after solicitation of a number of sources, competition is determined inadequate.

4.4.2. For non-competitively procured items, the reasonableness of the Performing Party's costs must be established through a price analysis, which the Performing Party shall submit to the TCEQ upon request. A price analysis analyzes a vendor's price in comparison to other market prices for similar goods and services. A price analysis should compare at least three vendors' prices. For non-competitively procured items, the Performing Party must perform a cost analysis analyzing the vendor's costs to produce the goods & services, which the Performing Party shall submit to the TCEQ upon request.

Necessary Costs

4.5. Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the original application and the Scope of Work.

Actual Costs

4.6. The criteria for actual costs include:

- 4.6.1. the direct costs paid for implementing the Grant Activities; or
- 4.6.2. the true price charged by a vendor/contractor to the Performing Party for implementing the Grant Activities.

4.7. Unless expressly authorized by the TCEQ, actual costs do not include:

- 4.7.1. amounts which the Performing Party owes or agrees to pay the vendor or contractor for any purpose other than the implementation of Grant Activities;
- 4.7.2. amounts in the charges which the vendor/contractor intends to return to the Performing Party in the form of cash, goods, services, gifts, intangibles, discounts or any other items of value; and
- 4.7.3. amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are received by the Performing Party.

4.8. The Performing Party's and its subcontractors' documentation of expenses is required under the General Conditions.

Allowable Costs

4.9. In order to be allowable, costs must be included in the Scope of Work, and must satisfy the requirements of: this Contract, the TXGMS, state agency rules, and all applicable state and federal laws.

- 4.10. If travel costs are authorized in the Scope of Work, reimbursement of travel costs may not exceed the amounts explained in this section.
- 4.10.1. Reimbursement for lodging and meals within the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide.
 - 4.10.2. Reimbursement for lodging and meals when traveling outside of the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide and may not exceed the maximum established in the federal General Services Administration travel regulations.
 - 4.10.3. Mileage reimbursement rates are also established in the State of Texas Travel Allowance Guide.
 - 4.10.4. Expenses for lodging and meals are limited to only actual expenses and must be supported by receipts to be reimbursable.

Indirect Costs

- 4.11. Indirect costs are not reimbursable under the terms of this Contract.

Preapproval of Costs

- 4.12. If the specific details of costs to be incurred under the "Travel," "Equipment," "Contractual," or "Other" costs categories are not already explained in the Scope of Work, then prior to incurring those costs, the Performing Party must submit revised forms to show those details and receive authorization from the TCEQ for those expenses.
- 4.13. Upon TCEQ request, prior to signing a subcontract to be funded under this Contract, the Performing Party must submit the subcontract to the TCEQ for review and must receive approval from the TCEQ before entering into the subcontract.

Additional Evidence

- 4.14. The TCEQ may at any time before or after receiving invoices, as necessary in its sole discretion, request additional evidence concerning costs.

Additional Criteria for Reimbursement

- 4.15. The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs as serves the best interest of the State.

Costs in Scope of Work are Maximum Amounts, Not a Guarantee

- 4.16. Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, the TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for invoicing which must subsequently and continually be satisfied by the Performing Party. The amount of costs for which invoices may be submitted is the lesser of: 1) the costs stated in the Scope of Work or 2) the actual eligible costs.

No Entitlement to Funds

- 4.17. The Performing Party has a continuing obligation to satisfy the requirements

for reimbursement. Neither a request for reimbursement nor the TCEQ's payment of reimbursement nor any other action will establish an entitlement in the Performing Party to payment from the TCEQ.

- 4.18. By paying a request for reimbursement or advancing funds, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to the Grant Activities, and the Administrative Requirements.

5. ARTICLE 5. REQUEST FOR REIMBURSEMENT

- 5.1. In order to receive reimbursement for eligible expenses and document expenditure of advanced funds, the Performing Party shall submit monthly, a completed TCEQ Request for Reimbursement (RFR) form, to be made available to the Performing Party by the TCEQ. The RFR shall be submitted no later than 15 days after the end of the following month. Each RFR shall be accompanied by a properly completed FSR for each activity for which reimbursement is requested. For a RFR solely documenting expenditure of advanced funds and not requesting payment, only submission of an FSR is necessary. The request and forms shall be submitted electronically via email to LEPCGRANTS@tceq.texas.gov and to Brian.Holmes@tceq.texas.gov.
- 5.2. All RFR's shall be completed on forms provided by the TCEQ. The report shall also list and explain any additional financial incentive received by the Performing Party that directly offsets the activity costs reported by the PERFORMING PARTY, including tax credits or deductions, other grants, or any other public financial assistance.
- 5.3. If not previously required to be submitted prior to execution of this Contract, a properly completed Texas Application for Payee Identification Number must be completed and submitted with the first invoice, or prior to request for advanced funds.
- 5.4. A final RFR, indicating in the appropriate box that it is the final request, shall be submitted to the TCEQ by no later fifteen (15) days after the date listed in Article 4.5 of the Special Terms of this Contract.
- 5.5. All RFR's shall contain sufficient identification of and information concerning the costs incurred and paid so as to enable the TCEQ to ascertain the eligibility of a particular cost and to enable subsequent audit thereof. Supporting documentation materials, as directed by the TCEQ in the instructions accompanying the forms, shall be attached to the report forms to clearly show that the cost was incurred and paid.
- 5.6. If an RFR does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred and paid costs, the TCEQ may reject the RFR, or FSR in the case of advanced funds, until such time as the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however, such judgment must be reasonable.
- 5.7. The TCEQ is not obligated to make payment until the RFR is approved by the

TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Contract.

- 5.8. All RFR's under this Contract shall be submitted in accordance with the requirements set forth in this Contract. Such submittals shall contain sufficient detail for audit thereof.
- 5.9. The TCEQ may at any time before or after approval of the RFR or FSR, as necessary in its sole discretion, request additional evidence concerning costs.
- 5.10. The reimbursement of funds is contingent upon the Performing Party's satisfactory adherence to the terms of this Contract. Failure to adhere to the terms of this Contract, in particular those requirements concerning progress and financial reporting or the documentation of reported expenditures, shall be grounds for the TCEQ to: suspend payments pending the Performing Party's satisfactory completion, revision, or correction of services or reports; request return of unexpended advanced funds; or for termination of this Contract in accordance with the General Conditions and for such other remedies as are allowed by law.
- 5.11. Required Forms: The Performing Party, and any subcontractor or subrecipient if any, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, pursuant to the Grant Activities, a fully completed and legible:
 - 5.11.1. Progress Report;
 - 5.11.2. Reimbursement Forms, including an FSR;
 - 5.11.3. Supplemental Request for Reimbursement Form(s) for those budget categories with expenses; and
 - 5.11.4. Release of Claims (the PERFORMING PARTY only and only with final RFR).

Reimbursement Forms

- 5.12. Request for Reimbursement: Each filed TCEQ RFR shall contain sufficient identification of, and information concerning, the costs incurred so as to enable the TCEQ to ascertain the eligibility of a particular expenditure and to enable subsequent audit thereof. Each RFR shall indicate, for each budget category the Performing Party's project expenditures for the period in question, the cumulative expenditures with respect to each budget category, and the balance remaining in each budget category following reimbursement of the amount being requested.
- 5.13. Historically Underutilized Business (HUB): The Performing Party will use its best efforts to provide opportunities for HUBs to participate in subcontracting under this Contract. The Performing Party must notify the TCEQ of the steps it has taken to provide opportunities for HUBs to participate, and the extent to which HUBs are being utilized as subcontractors under this Contract.
- 5.14. Required Documentation: When the Performing Party is required to attach source documentation for a reimbursable cost that documentation shall:

- 5.14.1. be legible;
- 5.14.2. identify the specific equipment received or the services provided;
- 5.14.3. clearly identify the vendor or subcontractor who provided the equipment or services (the Performing Party shall require all subcontractors to use the Financial Status Report forms and Request for Reimbursement forms to file for reimbursement of services and equipment); and
- 5.14.4. confirm the reimbursable amount listed on the form.

The documentation shall consist of a dated invoice that shows the amount billed to the Performing Party, any "past due" amount from previous invoices, and explanation of services provided. The Performing Party or subcontractor must provide any other documentation requested by the TCEQ. Although canceled checks represent the preferred types of documentation for purposes of this section, the Performing Party or subcontractor may substitute/attach other records or documents that provide the same type of information, such as issued purchase orders and/or invoices marked "received/paid", or other evidence of payment. The Performing Party or subcontractor shall not intentionally break up single orders of identical or similar items, materials, or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

- 5.15. Vendor or Sub-grantee Services Not Procured Using Price Competition: Information detailing the expenses incurred shall be submitted along with an explanation of the services provided. For any expenses (goods or services) which are not procured using price competition, the Performing Party must perform a price or cost analysis to determine the reasonableness of the price and maintain documentation of such analysis which shall be produced to the TCEQ upon request.
- 5.16. All requests for reimbursement of expenditures that fall within either the Personnel/Salary categories of the Scope of Work, if authorized and included, shall be itemized by the Performing Party or subcontractor.
 - 5.16.1. Personnel/Salary: No supporting documentation is required to be attached invoice with respect to reported "Personnel/Salary" expenditures on the invoice. The Performing Party or subcontractor is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract.
- 5.17. Travel: If employee travel costs are authorized and included in the Scope of Work, all costs listed in the invoices must be documented with information that identifies the name of the traveler(s), dates of travel, purpose/location of travel, costs for meals, transportation, and lodging to substantiate the reported reimbursable costs. If TCEQ waives the requirement for submitting the following travel documentation with the RFR, documentation which must be maintained by the Performing Party or subcontractor and made available during an on-site audit/monitoring visit, or upon request, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies

of the Performing Party- or subcontractor-approved travel vouchers, or other equivalent documentation, signed by the employees who traveled; and (2) any travel-related expenses under this Contract borne directly by the Performing Party or subcontractor (and for which reimbursement by the Performing Party to the traveler was not required). Receipts should be separate and show, at a minimum, the traveler's name, the travel location, and the travel date(s).

- 5.18. All FSR's with expenditures that fall within the Equipment, Supplies, Other, Contractual, and Construction categories of the Scope of Work shall be itemized by the Performing Party or subcontractor on the FSR. In addition, the Performing Party or subcontractor shall attach, for each reimbursable cost listed, documentation as specified in the Required Documentation paragraph in this section.
- 5.19. The TCEQ may reject requests for reimbursement that fail to demonstrate that costs are eligible for reimbursement or which fail to conform to the requirements of the Contract.
- 5.20. In determining the amount of the final payment, the TCEQ may withhold from reimbursement the amount of any over payment and any reasonable amount until the TCEQ is satisfied that all conditions and requirements are completed and accepted.
- 5.21. All FSR's must be signed by an authorized representative of the Performing Party.
- 5.22. Documentation of Project Expenses. The Performing Party shall maintain accurate and detailed documentation to evidence the payment of expenses. The Performing Party shall provide such documentation upon request and for any audit purposes. This documentation shall be maintained for at least three (3) years after the end of this Contract.

6. ARTICLE 6. LEVEL OF EFFORT CERTIFICATION AND PERSONNEL ELIGIBILITY LIST

6.1 General Term and Condition 3.3 is removed in its entirety. The Performing Party will not seek reimbursement of salary or wages under this Contract.

6.2 General Term and Condition 3.2 is removed in its entirety. The Performing Party will not seek reimbursement of salary or wages under this Contract.

Scope of Work

582-25-03002

I. Facts and Purpose

The Texas Commission on Environmental Quality (TCEQ) proposes to grant Bastrop County Local Emergency Planning Committee (LEPC) funding to purchase goods and services listed in **Table 1. Approved Purchase List** to allow the LEPC to establish, maintain, and/or improve their implementation of Emergency Planning and Community Right-to-Know Act (EPCRA).

Purchases must be made in accordance with the application amounts and quotes in the Approved Grant Application. **Any purchases that differ from the quotes submitted must be approved in writing by the TCEQ Grant Manager prior to purchase.** If this process is not followed the item may no longer be approved. This will also be documented on the evaluation and used during future grant rounds to evaluate applications.

A formal, written approval from the TCEQ Grant Manager will be required if new items are added to **Table 1. Approved Purchase List**. The LEPC must retain documentation of these purchases and submit them with the Quarterly Financial Status Reports (FSR).

Table 1. Approved Purchase List

Item Number	Budget Category	Item Description	Cost Per Unit	Quantity	Total
1	Travel	HOTZONE Travel	\$964.24	18	\$17,356.32
2	Training	HOTZONE Training	\$250.00	18	\$4,500.00
3	Equipment	Laptop Computers	\$2,574.26	4	\$10,297.04
4	Equipment	Geiger Counters	\$1,299.00	6	\$7,794.00
				Total:	\$39,947.36

If the total approved funding for an item is less than the amount requested in the original grant application, then the grantee agrees and acknowledges that the remaining cost for purchase of the item is the sole responsibility of the grantee.

II. Schedule of Financial Status Reports (FSRs):

- a) An initial Financial Status Report must be submitted within 30 days of the final signature of the Contract. The initial FSR allows TCEQ to award funding in advance.
- b) Quarterly Financial Status Reports must be completed for each of the reporting periods specified below. The first quarterly report will have the

same effective date as the Contract and match the end date of the applicable quarter. For example, if your contract is effective on March 25, your first quarterly report will be from March 25 to May 31 and due on June 15. Once the final FSR is submitted no further reports will be required. The final report must be conspicuously marked final with a minimum of box six on the FSR checked as final.

<u>Reporting Period</u>	<u>Dates</u>	<u>Due by</u>
1	June 1 to August 31	September 15
2	September 1 to November 30	December 15
3	December 1 to February 28/29	March 15
4	March 1 to May 31	June 15

During this grant round all purchases must take place between the Contract effective date and August 31, 2026.

All Terms and Conditions listed in this Contract must be followed. **It is the responsibility of the grantee to adhere to all Contract Terms and Conditions.** This Scope of Work does not override any of the Terms and Conditions listed in this Contract.

III. Description of Deliverables

Grantee must initial next to each line item as indication of understanding and agreement to complete each deliverable.

- GK a. Purchase items in Table 1. Approved Purchase List in accordance with the grant application. Any **deviations must be approved**, in writing, by the TCEQ Grant Manager **PRIOR** to purchase.
- GK b. Effectively communicate with the TCEQ Grant Manager regarding any questions, comments, issues, or deficiencies.
- GK c. Submit FSRs in accordance with the Schedule of Financial Status Reports (Section III. Timeline of Deliverables). FSRs must be accompanied by supporting documentation including, but not limited to, receipts, training certificates, invoices, and proof of purchase. The TCEQ reserves the right to request FSRs more frequently than quarterly.
- GK d. Retain all documentation associated with this grant application and all FSRs submitted to TCEQ as part of this Contract. Documentation must be available upon request from the TCEQ Grant Manager.
- GK e. **Travel Expenses:** All travel expenses must take place during the purchasing period. Travel expenses can only be funded for actual costs. No flat rate per diem will be allowed. All expenses charged to this grant must have itemized receipts documenting the actual

expenditures. This includes hotel, meal, and fuel receipts. Any meal receipts without an itemized list of what was actually purchased may require additional documentation detailing what was purchased or be denied.

- GK f. All funds must be expended or returned to the TCEQ in accordance with the deadlines stated within Article 3.5 of the Special Terms and Conditions of the Contract.

IV. Timeline of Deliverables

- a. **Any changes to the approved purchase list must be approved in writing by the TCEQ Grant Manager prior to purchase under all circumstances.**
- b. **Submit initial FSR to allow upfront funding:** 30 days after date of last signature on the Contract
- c. **Quarterly FSR Due:** by September 15, 2025
- d. **Quarterly FSR Due:** by December 15, 2025
- e. **Quarterly FSR Due:** by March 15, 2025
- f. **Quarterly FSR Due:** by June 15, 2026
- g. **Quarterly FSR Due:** by September 15, 2026
- h. **Purchasing deadline:** by August 31, 2026
- i. **Contract End Date:** August 31, 2026

V. TCEQ Responsibilities/Designation of Staff

A. TCEQ responsibilities:

- Review all FSRs and request any edits necessary for approval.
- Complete a performance evaluation after the Contract is closed out.

B. Designation of staff

- Brian Holmes, (512) 239-5068 or Brian.Holmes@tceq.texas.gov, will be the TCEQ Grant Manager and point of contact for this Contract. Other TCEQ staff will be available in her absence and can be reached at LEPCGRANTS@tceq.texas.gov.

GENERAL TERMS AND CONDITIONS

Revised March 28, 2025

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31st of the same State of Texas Fiscal Year in which the Contract is signed.
- 1.2. **Written Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
 - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
 - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
 - 1.2.1.2. Changes to the Contract's Expiration Date;
 - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
 - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
 - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.
 - 1.2.3.1. Minor, non-material changes include:
 - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
 - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;

1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1. **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds, including appropriation by the Texas Legislature, for the purposes of this Contract or the respective claim, suit or obligation, as applicable. This Contract is contingent on the continuing appropriation of funds, and funds may be limited by the term of each state biennium. Performing Party agrees that if the funds appropriated to the Agency for this grant program are required to be reallocated to fund other federal or state programs or purposes, TCEQ is not liable to pay any remaining balance on this grant. This Contract shall not be construed to create debt against the State of Texas. Performing Party will ensure that this article is included in any subcontract it awards.

2.2.2. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.3. **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.

3. ALLOWABLE COSTS

3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable allowable costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2. **TxGMS.** Allowable costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract,

including the criteria for allowable costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its allowable costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ. The invoice must include the Financial Status Report, or if specifically allowed in the Contract, substitute form(s).
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract. The Performing Party must submit an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Reporting.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on a percentage of the employee's time performing contract activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or Title 2 Code of Federal Relations (CFR), Section 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.
- If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of record keeping into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification (LEC) form. If required, the LEC form must be completed and submitted with each invoice.
- 4.4. **Timesheets.** The Performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.
- 4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.6. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education (IHE), payments must be made via interagency transaction voucher (ITV). Please provide a Recurring Transaction Index (RTI) number on the face of the invoice. If a state agency or IHE Performing Party wishes for payment to be made by a method other than ITV, it must make

arrangements with TCEQ that are acceptable to the Texas Comptroller of Public Accounts and TCEQ.

5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1. **Audit of Funds.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under this Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2. **Financial Records.** Performing Party shall maintain and retain all records relating to the performance of this Contract including supporting fiscal documents adequate to ensure that claims for funds are in accordance with acceptable State of Texas requirements. These records will be maintained and retained by the Performing Party for a period of four (4) years after the Contract Expiration Date or until all audit, claim, and litigation matters are resolved, whichever is later. The Performing Party must include the substance of this clause in all subawards and subcontracts.
- 5.2.1 The Performing Party must maintain financial records for costs under the Scope of Work in accordance with generally accepted accounting practices.
- 5.2.2 Upon request by TCEQ or its authorized representative, Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit.
- 5.3. **Financial Audit or Program-specific Audit.** If the Performing Party expends more than \$1,000,000 in state grant awards, including this Contract, during its fiscal year, the Performing Party must have an annual independent financial audit conducted or have a program-specific audit conducted, as allowed in TxGMS. All audits must be conducted in accordance with generally accepted government accounting standards (GAGAS) for governmental entities and generally accepted accounting standards (GAAS) for non-governmental entities. A federal single audit may be accepted by TCEQ if it is prepared in accordance with the Uniform Grant Guidance and addresses internal controls and other grant requirements applicable to this Contract's administrative requirements and grant activities. The Performing Party's audit reporting package must be provided to TCEQ as specified in TxGMS.
- 5.4. **Audit Findings.** Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Article.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1. **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of TCEQ nor as a TCEQ agent or employee. Performing

Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.

- 6.2. **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subrecipient must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subrecipients and subcontractors.
- 6.3. **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4. **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party. Performing Party represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 6.5. **Performing Party's Responsibilities for Subrecipients.** Performing Party represents and warrants that it will monitor the activities of any subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
- 6.6. **No Third-Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.7. **Non-discrimination.** The Performing Party will comply with all state and federal statutes relating to non-discrimination. If the Performing Party is an employer under the Texas Labor Code, it must not discriminate on the basis of race, color, disability, religion, sex, national origin, age, or genetic information in its employment decisions.
- 6.8. **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 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. Performing Party will notify TCEQ if it can no longer make this representation.
- 6.9. **COVID-19 Vaccine Passport Prohibition.** Under Texas Health and Safety Code Section 161.0085, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.
- 6.10. **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under Section 2054.519 of the Texas Government Code, when the Contract is executed and annually as applicable.
 - 6.10.1. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow

access control to any TCEQ web page, TCEQ computer system, or TCEQ database.

- 6.10.2. Within seven (7) days after the execution of the Contract, the Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.10.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during a State of Texas Fiscal Year in which the Contract is effective, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.10.4. For Contracts that have contract periods that continue beyond August 31st of the State of Texas Fiscal Year in which they are entered, all persons performing work under the Contract shall take cybersecurity training each fiscal year that the Contract remains effective. By August 1st each year, the Performing Party must provide to the TCEQ Contract Manager a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year. By September 30th, the Performing Party representative must complete the required training and the Performing Party must provide evidence that the training was completed. Performing Party shall also retain the evidence that the training was successfully completed.
- 6.10.5. TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.
- 6.10.6. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.10.7. TCEQ may terminate the Contract for cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.10.8. TCEQ may terminate the Contract for cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.
- 6.11. **Prohibited Technologies and Covered Applications.** Performing Party certifies that Prohibited Technologies and Covered Applications will not be used on any of Performing Party's or its employees', contractors', and subcontractors' devices including personally-owned devices, if those devices are used to conduct state business, or access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-

capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, equipment, and the aforementioned devices made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies. "Covered Applications" refers to TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited, or other social media application or service identified by proclamation of the Governor under Texas Government Code Section 620.005.

- 6.12. **Firearm Suppressor Policy.** Performing Party certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code Section 2.102(a) in an action brought by the Attorney General under Texas Government Code Section 2.104. If Performing Party is currently being sued under Texas Government Code Section 2.104 or is sued under this section at any point during the duration of this Contract, Performing Party agrees to immediately disclose the lawsuit and its posture to TCEQ.

7. TIME AND FORCE MAJEURE

- 7.1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract. The Performing Party will submit timely, complete, and accurate deliverables in accordance with the Contract.
- 7.2. **Delays.** Where Performing Party's performance is delayed, except by force majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights. Termination for convenience may be effected even in case of Force Majeure or act of TCEQ.
- 7.3. **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

- 8.1. Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.

Contractor (including Subcontractors) must perform the Work in an unbiased manner. A conflict of interest exists whenever an entity's or person's roles or interests may be in conflict, regardless of whether the conflict results in any actual detriment or deficiency in the entity or person's performance of its duties. Performing Party shall have a policy governing disclosure of actual and potential

conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

- 8.2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1. **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2. **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3. **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to Title 30 Texas Administrative Code (30 TAC) Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 TAC Section 25.6.

10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the contractor's Workers Compensation and Employer's Liability Insurance.

11.2. **Indemnification.**

- 11.2.1. IF PERFORMING PARTY IS NOT A STATE AGENCY OR LOCAL GOVERNMENT, THEN TO THE EXTENT ALLOWED BY LAW, THE PERFORMING PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TCEQ, 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 PERFORMING PARTY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.
- 11.2.2. TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES.
- 11.2.3. ANY INDEMNIFICATION DEFENSE SHALL BE COORDINATED BY PERFORMING PARTY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING PARTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PERFORMING PARTY AND TCEQ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 11.2.4. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE PERFORMING PARTY OR ITS CONTRACTORS TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TCEQ FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TCEQ OR ITS EMPLOYEES.

12. TERMINATION

- 12.1. **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2. **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1. **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2. **Remedies available to the TCEQ.** In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 13.2.4. Suspend all or part of the contract activities or payments, or both, pending accepted revision of the nonconformity;
 - 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3. **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4. **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

- 13.5. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under this Contract.

14. SOVEREIGN IMMUNITY

- 14.1. The parties agree that this Contract does not waive any immunity from suit or from liability to which the Performing Party or the State of Texas is entitled by law.

15. SURVIVAL OF OBLIGATIONS

- 15.1. Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

- 16.1. **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
- 16.1.1. Performing Party represents and warrants that it will include the following clause in the award documents for any subaward or subcontract funded by this Contract and will require any subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant 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. 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."
 - 16.1.2. If Performing Party is a local government, it represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
 - 16.1.3. Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
 - 16.1.4. Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
 - 16.1.5. Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for

certain charitable organizations, charitable trusts, and private foundations.

- 16.1.6. In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.
- 16.1.7. Performing Party acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
 - Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
 - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.8. Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.9. If Performing Party is a governmental entity, it represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.10. Performing Party represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- 16.1.11. If Performing Party is a local entity, Performing Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If Performing Party is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12. Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. RECORDS AND CONFIDENTIAL INFORMATION:

- 17.1. **For records in the possession of TCEQ.** Performing Party agrees that TCEQ shall have the discretion to determine whether information in its possession should be released or whether an exception should be pursued from the Office of the Attorney General of Texas (OAG). If TCEQ receives a PIA request related to the

information that the Performing Party has submitted and marked confidential, TCEQ will inform Performing Party of the request in a timely manner sufficient to permit Performing Party to make an argument of confidentiality to the OAG.

- 17.2. **For Records in the Possession of Performing Party or a Subrecipient to which the PIA Applies.** If Performing Party or a subrecipient receives a request for the documents and records, it shall inform the TCEQ (and any awarding agency through whom funds from the TCEQ have passed) of the request in a timely manner sufficient to permit TCEQ to specify that the Performing Party request, or require its subrecipient to request, an opinion from the OAG so that TCEQ may make an argument of confidentiality to the OAG.
- 17.3. **For Records in the Possession of a Performing Party, Contractor, Subcontractor, or a Subrecipient to which the PIA does not Apply.** If the Performing Party's contractor or subcontractor or subrecipient to which the PIA does not apply receives a PIA request, Performing Party shall require its contractor or subcontractor to immediately transfer to the Performing Party (or subrecipient with whom it is in a contractual relationship) a copy of the request and all documents that are responsive to the request. The term above regarding records in the possession of the Performing Party or a subrecipient will then apply.
- 17.4. Performing Party shall ensure that its subgrants and contracts/subcontracts include language to enforce these requirements.
- 17.5. **Confidential Information.**
- 17.5.1. **TCEQ's Confidential Information.** If TCEQ provides Performing Party information identified as confidential or proprietary, Performing Party has a duty to maintain its confidentiality and prevent unauthorized release, except as required under the PIA and as set forth in the Public Information and Release of Information term above. Performing Party is permitted to use, copy, and disclose confidential information to Performing Party employees, subrecipients, and contractors only as necessary to fulfill Performing Party's obligations.
- 17.5.2. **Performing Party's Confidential Information.** If Performing Party submits information to TCEQ that it believes is subject to a PIA exception and should not be released, it shall mark each page of such information with "CONFIDENTIAL; INFORM PERFORMING PARTY AND SEEK OAG OPINION PRIOR TO RELEASE" or a similar statement. TCEQ will handle requests for information marked confidential by the Performing Party as set forth in the Public Information and Release of Information provision. The following information is considered public information under Texas Government Code Section 552.1101(b) regardless of whether Performing Party identifies it as being confidential:
- information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; or
 - communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.
- Information specified in Texas Government Code Section 552.0222 as not being within an exception to disclosure is releasable regardless of whether Performing Party identifies it as being confidential.

- 17.6. Performing Party must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and sensitive information. Performing Party must be in compliance with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

18. CONTRACT INTERPRETATION

- 18.1. **Definitions.** The word “include” and all forms such as “including” mean “including but not limited to” in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 18.2. **Headings.** Any headings or subheadings contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 18.3. **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- 18.4. **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, the period ends on the following day.
- 18.5. **State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 18.6. **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 18.7. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 18.8. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 18.9. **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic or the likenesses of TCEQ employees as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority. Except as otherwise specified in the Contract, the Performing Party shall acknowledge the financial support of the TCEQ in publications, websites, reports, media, and other documents developed for public distribution as a part of this Contract. For these materials, other than

documents prepared exclusively for internal use within the TCEQ, the Performing Party shall use the following statement:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

The preparation of this [report/website] was financed [in part, if appropriate]
through funding from the Texas Commission on Environmental Quality.

- 18.10. **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming contract activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 18.11. **Compliance with Laws.** TCEQ relies on Performing Party to perform all contract activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 18.12. **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 18.13. **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in Title 1 Texas Administrative Code Section 206.50 and Chapter 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and the Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either the Performing Party or TCEQ may change its information in this *Notices, Project Representatives and Records Location* document by providing written notice to the other party's representative for contractual matters.

3. **TCEQ Representatives**

**TCEQ CONTRACT MANAGER
(for Contractual Matters)**

Brian Holmes
Contract Manager
Title
Texas Commission on Environmental
Quality
P.O. Box 13087
MC-177
Austin, Texas 78711-3087
Telephone No. (512) 239-5068
Facsimile No. (512) 239-0404
Email Address: brian.holmes@tceq.texas.gov

**TCEQ PROJECT MANAGER
(for Technical Matters)**

Laura Mitchell
Team Leader
Title
Texas Commission on Environmental
Quality
P.O. Box 13087
MC-177
Austin, Texas 78711-3087
Telephone No. (512) 239-5069
Facsimile No. (512) 239-0404
Email Address:
laura.mitchell@tceq.texas.gov

4. **Performing Party Representatives.**
For Contractual Matters

[Honorable Gregory Klaus](#)
[Bastrop County Judge](#)
Title
Bastrop County Judge's Office
804 Pecan Street
Bastrop, Texas 78602
Telephone No. (512) 332-7201
Facsimile No. (512) 332-7103
Email Address:
gregory.klaus@co.bastrop.tx.us

For Technical Matters

[James K. Altgelt](#)
[Emergency Management Coordinator](#)
Title
Bastrop County Office of Emergency
Management
804 Pecan Street
Bastrop, Texas 78602
Telephone No. (512) 581-4022
Facsimile No. (512) 581-4024
Email Address:
james.altgelt@co.bastrop.tx.us

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager, unless another recipient is identified below:

☐ TCEQ Project Manager / ☐ TCEQ Disbursements Section / ☐ Other:

6. **Designated Location for Records Access and Review.** The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

[Bastrop County Local Emergency Planning Committee](#)
[c/o Bastrop County Office of Emergency Management](#)

[Mike Fisher Building](#)
[1501 Business Park Drive](#)
[Bastrop, Texas 78602](#)
(City / State ZIP)

Attachment A:

Release of Claims

(Must be returned with last invoice per the General Term and Condition titled
Release of Claims)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**Conditional Final Waiver and Release of Claims**

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$_____, which constitutes final payment to Bastrop County (hereinafter referred to as "Performing Party"), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number _____ (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this _____ day of _____, 20_____.

By: _____
(signature)

(name)

(title)

Attachment B:
Budget Revision Request
(Must be returned as specified in the *Cost Budget*)

BUDGET REVISION REQUEST FORM

Purpose: To document recipient organization's proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs resulting in cumulative transfers of more than 10% of the total budget.

Instructions: Complete 1. - 8. Total the amounts.

1. Recipient Organization (Name & Complete Address Including Zip Code):

2. Grant/ Contract Title:

3. Payee Identification No.:

4. TCEQ Contract No.:

5. Total Project/ Grant Period:

6. Item List:

7. Approved Budget

8. Change Requested (+ or -)

9. New or Revised Budget

HOTZONE Travel

\$17,356.32

HOTZONE Training

\$4,500.00

Laptop Computers

\$10,297.04

Geiger Counters

\$7,794.00

Total

\$39,947.36

Justification (Attach additional sheets, if necessary):

*** Budget Revision Request must contain all signatures to be approved/valid ***

Signature of Recipient's Representative Date

Type or Printed Name and Title

Signature of TCEQ Project Manager Date

Type or Printed Name and Title

Signature of TCEQ Contract Manager Date

Type or Printed Name and Title

Attachment C: Financial Status Report

Texas Commission on Environmental Quality

FINANCIAL STATUS REPORT

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED: TCEQ				
2. GRANT/CONTRACT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
5. TCEQ CONTRACT NUMBER:				
6. FINAL REPORT: YES NO				
7. ACCOUNTING BASIS: CASH ACCRUAL				
8. TOTAL PROJECT/GRANT PERIOD:		9. PERIOD COVERED BY THIS REPORT:		
FROM TO		FROM TO		
10. Item Description:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. HOTZONE Travel	\$17,356.32			
b. HOTZONE Training	\$4,500.00			
c. Laptop Computers	\$10,297.04			
d. Geiger Counters	\$7,794.00			
Total:		\$39,947.36		
<p>*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach invoices and proofs of payment in accordance with your contract.</p> <p>**Negative balances are not allowed. If there is a negative balance a Budget Revision must be completed. Negative balances are not justification for a late financial Status Report.</p>				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.				
Signature of Authorized Certifying Official				
Typed or Printed Name and Title				
Telephone (Area code, number and ext.)		Date Submitted		

ITEMIZATION OF ALL COSTS**ALL PURCHASES** (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST
TOTAL EQUIPMENT EXPENDITURES			\$

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES.

* SUBSTANTIATING DOCUMENTATION (time sheets, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM