



COASTAL BEND
COUNCIL OF GOVERNMENTS

**BOARD OF DIRECTORS
MEETING AGENDA**

September 25, 2025, at 2:00 PM

2910 Leopard Street
Corpus Christi, Texas 78408
John Buckner Conference Room

Pursuant to Texas Government Code section 551.127 which states a governmental body that extends into three or more counties may meet by videoconference call only if the member of the governmental body presiding over the meeting is physically present at the location of the meeting. The Honorable Chuck Schultz, Commissioner, Kleberg County, 1st Vice Chairman, will be present at the meeting. Board members or members of the public may attend the meeting online using the link below. This link may also be found on the website at <https://www.coastalbendcog.org/>

Teams Meeting Link:

Join the meeting now

Meeting ID: 286 295 413 506 2

Passcode: h7AL3yn3

1. Pledge of Allegiance
2. Call to Order, Quorum Determination
3. Public Comment
4. Approval of July 24, 2025, Board of Directors Meeting Minutes Page 4
5. Treasurer's Report
 - a. Cash Report – July 2025 Page 7
 - b. Cash Report – August 2025 Page 19

6. Discussion and Possible Action Items

- a. Resolution 4121 authorizing the Executive Director to execute one-year contracts with the Coastal Bend Center for Independent Living (CBCIL) to provide support services for the Housing Navigator Program in the amount of \$15,000. Page 35
- b. Resolution 4122 authorizing the Executive Director to execute a contract with Texas Commission on Environmental Quality (TCEQ) for the 604(b) Water Quality Management Plan Grant Program for FY26-FY27 in the amount of \$39,340. Page 37
- c. Resolution 4123 authorizing the Executive Director to execute a contract with Ardurra Group, Inc. for Wastewater Treatment Plant Assessment not to exceed \$150,000. Page 90
- d. Resolution 4124 authorizing the Executive Director to execute a contract for services from Seculore to be an approved activity in the 2025 Fiscal Year Strategic Plan to Commission on State Emergency Communications (CSEC) not to exceed \$121,177.25. Page 100

7. Consent Item

- a. Natural Resources Advisory Committee Page 107

8. Chairman's Report

9. Executive Director's Report

10. Information Items/Presentations

11. Approval of Treasurer's Report

12. Announcements

13. Adjourn

Executive Session Disclosure Statement: The Board of Directors reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices).

1. Public Comment Procedures: Citizens may address the Board of Directors concerning any issue posted on the agenda for the meeting. All Public Comments shall be subject to the following:

- a. All individuals desiring to make a public comment should identify himself/herself before providing his/her public comment.
- b. All public comments shall be made in relation to the posted agenda item.
- c. Each speaker will receive three minutes, and no portion of a speaker's allotted time may be given (assigned, relinquished, or donated) to another speaker.
- d. The Board Chairman shall follow the order of persons wishing to speak as listed on the sign-up sheet; and
- e. The Board Chairman, with the consent of the Board of Directors, may add additional procedures or limitations and may alter these procedures depending on the circumstances in order to facilitate the orderly conduct of Board business at the meeting.

2. Public Notice: This notice complies with Texas Government Code Chapter 551, Open Meetings Act, Section 551.041 (Notice of Meeting Requirements); Section 551.043 (Time and Accessibility of Notice Requirements); Section 551.053 (Notice of Requirements of a Political Subdivision Extending into three or more counties); and Section 551.127 (Videoconference Call). The notice has been posted at least 72 hours before the scheduled time of meeting on the website of the Coastal Bend Council of Governments at <https://www.coastalbendcog.org/>

3. Individuals with Disabilities/Special Needs: If you plan to attend this public meeting and you have a disability or special need that requires special arrangements at the meeting, please contact the Coastal Bend Council of Governments (CBCOG) offices at (361) 883-5743 at least 48 hours before the scheduled meeting in order for reasonable accommodations to be arranged.

4. Posted Wednesday, September 17, 2025, at 11 a.m., 2910 Leopard Street, Corpus Christi, Texas.



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEETING MINUTES
COASTAL BEND COUNCIL OF GOVERNMENTS
July 24, 2025 - 2:00 PM
Corpus Christi, Texas

The meeting of the Board of Directors of the Coastal Bend Council of Governments was held at 2:00 pm on Thursday, July 24, 2025. This meeting was held in hybrid format by videoconference pursuant to Texas Government Code Section 551.127 which states a governmental body that extends into three or more counties may meet by videoconference call only if the member of the governmental body presiding over the meeting is physically present at the location of the meeting. The Honorable George “Trace” Morrill, III, Judge, Bee County, Chairman, was present at the meeting. Board members and individuals from the public who desired to attend in person, accessed the meeting at 2910 Leopard Street, Corpus Christi, Texas.

Please see attachment for members attended for July 24, 2025, meeting.

1. CALL TO ORDER

Judge George “Trace” Morrill, III, Bee County, called the meeting to order at 2:09 p.m. Executive Director, Emily Martinez, confirmed a quorum.

2. APPROVAL OF MEETING MINUTES

Judge Charles Burns, Kenedy County, made a motion to approve the May 22, 2025, meeting minutes. Commissioner Chuck Schultz, Kleberg County, seconded the motion. May 22, 2025, meeting minutes were approved by unanimous vote.

3. TREASURER’S REPORT

Mr. Christopher Paul, Accountant, Coastal Bend Council of Governments, presented the May and June 2025 Cash Reports. City Manager Cedric W. Davis, Sr., City of Mathis, made a motion to approve May and June 2025 Cash Reports. Judge Charles Burns, Kenedy County, seconded the motion. The Treasurer’s Report was approved by unanimous vote.

4. ITEMS REQUIRING ACTION BY THE COUNCIL OF GOVERNMENTS

- a. Mr. Noel Esquivel, 911 Program Director, Coastal Bend Council of Governments, presented Resolution 4119. Councilmember Sylvia Campos, City of Corpus Christi, made a motion to approve Resolution 4119. Judge Charles Burns, Kenedy County, seconded the motion. Resolution 4119 was approved by unanimous vote.

- b. Mr. Sal Ochoa, Environmental Planning Program Manager, Coastal Bend Council of Governments, presented Resolution 4120. Judge Charles Burns, Kenedy County, made a motion to approve Resolution 4120. Councilmember Sylvia Campos, City of Corpus Christi, seconded the motion. Resolution 4120 was approved by unanimous vote.
- c. Mr. Clayton Rogers, CPA, Audit Manager, Pattillo, Brown & Hill, LLP, provided hard copies and presented the 2024 Annual Comprehensive Financial Report (ACFR). Councilmember Sylvia Campos, City of Corpus Christi, made a motion to approve 2024 ACFR. Mr. Peter Collins, Chief Information Officer, City of Corpus Christi, seconded the motion. 2024 ACFR was approved by unanimous vote.
- d. Mr. Sal Ochoa, Environmental Planning Program Manager, Coastal Bend Council of Governments, submitted a list of potential members to the Natural Resources Advisory Committee for approval. Commissioner Chuck Schultz, Kleberg County, made a motion to approve the list of potential members to the Natural Resources Advisory Committee. Mr. Cedric W. Davis, Sr., City Manager, City of Mathis, seconded the motion. The list of potential members to the Natural Resources Advisory Committee was approved by unanimous vote.

5. EXECUTIVE DIRECTOR'S REPORT

Ms. Emily Martinez, Executive Director, Coastal Bend Council of Governments, updated the Board of Directors on current organizational matters and accomplishments. She also said that a hard copy of the 2024 ACFR will be mailed out to Board members not in attendance.

Meeting adjourned at 2:59 p.m.

Judge George P. "Trace" Morrill, III, Chairman

ATTEST:

Mr. Peter Collins, Secretary

**Coastal Bend Council of Governments
Schedule of Cash Transactions
For Month Ended July 31, 2025**

Cash balance at July 1, 2025 \$ 1,243,838.75

Cash receipts for July 2025

Cash receipts from deposits

HHSC (AAA)	\$	305,982.00	
AAA Program Income	\$	100.00	
HHSC (ADRC)	\$	15,219.39	
CJD Academy Grant	\$	3,800.23	
EDA	\$	18,007.27	
HS	\$	24,118.37	
HS&D & CJD Agreement	\$	11,021.09	
Employee Reimbursement	\$	545.19	
Refund on AT&T Account	\$	22.20	
Alamo COG reimb for PSAP servicing	\$	284.00	
Hurricane Conference Funding	\$	420.25	\$ 379,519.99

Transfer from Texpool-9-1-1 Account

Transfer from Texpool-General Account

Interest Income 3.98% rate 4,208.22

Total Cash receipts for July 2025 383,728.21

Subtotal

1,627,566.96

Less: Cash disbursements for July 2025

Cash disbursements for accounts payables

487,346.67

Payroll disbursements

168,700.47

Total Cash disbursements for July 2025

656,047.14

Cash balance at July 31, 2025***

\$ 971,519.82

***Cash balance by Account at July 31, 2025

Regular Account

\$ 957,202.68

Payroll Account

3,610.36

Operating Account

10,706.78

Total Cash balance at July 31, 2025

\$ 971,519.82 \$

Investments in Texpool: Interest rate 4.3274%

General Fund:

Investments in Tex-Pool at July 1, 2025

\$ 19,617.11

Deposits

Transfers to American Bank

71.83

Interest Earned for July 2025

Investments in Tex-Pool at July 31, 2025

\$ 19,688.94

9-1-1 Fund:

Investments in Tex-Pool at July 1, 2025

\$ 20,025.57

Deposits

Transfer to American Bank

73.33

Interest Earned for July 2025

Investments in Tex-Pool at July 31, 2025

\$ 20,098.90

Constat Bend Council of Governments
Accounts Payable Check Register
Cash Operating for July 15, 2025

Check	Vendor Name	Description	Check Amount
30264	Ambit Energy	Utilities Assistance for 07-2025, AAA	\$ 300.00
30265	Reliant Energy	Utilities Assistance for 07-2025, AAA	230.22
30266	Reliant Energy	Utilities Assistance for 07-2025, AAA	300.00
30267	Reliant Energy	Utilities Assistance for 07-2025, AAA	300.00
30268	Reliant Energy	Utilities Assistance for 07-2025, AAA	174.93
30269	Reliant Energy	Utilities Assistance for 07-2025, AAA	114.86
30270	Ambit Energy	Utilities Assistance for 07-2025, AAA	144.78
30271	Reliant Energy	Utilities Assistance for 07-2025, AAA	300.00
30272	Robstown Utility Systems	Utilities Assistance for 07-2025, AAA	217.31
30273	EAN Holdings, LLC	Rental for 06-18-2025.AAA.	41.96
30274	Face to Face, LLC.	2025 Non-Profit Fellow Sponsorship	250.00
30275	Goodwill Industries South TX.	Shredding Services for 06-2025.	73.08
30276	Riviera Telephone Company	Services for 07-01 to 07-31,2025, 9-1-1	89.24
30277	SmartCom Telephone	Services for 07-01 to 07-31,2025,9-1-1.	234.00
30278	T-Mobile	Services for 05-28 to 06-27,2025,9-1-1.	51.36
30279	TXU Energy Assistance Group	Utilities Assistance for 07-2025, AAA	300.00
30280	City of Corpus Christi	Utilities Assistance for 07-2025, AAA	300.00
Report Total			\$ 3,421.74

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for July 25, 2025

Check	Vendor Name	Description	Check Amount
30294	Reliant Energy	Utilities Assistance for 07-2025, AAA	\$ 248.01
Report Total			\$ 248.01

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for July 29, 2025

Check	Vendor Name	Description	Check Amount
30281	AT & T	Services for 07-01 to 07-31,2025	\$ 6.45
30282	AT & T Long Distance	Services for 06-08 to 07-06,2025.9-1-1.	959.04
		Services for 07-09 to 08-08,2025.9-1-1.	
30283	AT & T Mobility	Services for 07-12 to 08-11,2025.9-1-1.	242.35
		Services for 07-08 to 08-07,2025, AAA	
30284	Chips Plus	Worked with 2 techs at Spectrum on Positions.Refugio 9-1-1.	205.28
30285	DEX Imaging, LLC	Sharp/BP-70C45 maintenance for 07-2025.	236.41
30286	BAN Holdings, LLC	Rental for 07-01-2025.T-Atokuku-Vitz 9-1-1.	369.54
		Rental for 07-02,2025.AAA.	
		Rental for 07-03-2025.T. Atokuku-Vitz 9-1-1.	
		Rental for 07-09 to 07-11,2025.9-1-1, D Garza	
		Rental for 07-10,2025.AAA.	
		Rental for 07-11 to 07-12,2025.T. Atokuku-Vitz 9-1-1.	
30287	Gulf Coast Paper Co., Inc.	Large Trash Bags,Small Trash Bags,Hand Soap Box,Brown Paper.	287.15
30288	So. Tx Social Workers Society	Registration for South TX Social Workers Society Conf.ADRG.	60.00
30289	T-Mobile	Services for 06-09 to 07-08,2025, HS	28.70
30290	Thryv	Services for 07-01 to 07-31,2025.	47.00
30291	VTX Communications	Services for 07-15 to 08-14,2025.9-1-1.	144.37
30292	WBX Bank	Fuel for 06-15 to 07-15,2025.	186.60
30293	City of Corpus Christi	Utilities Assistance for 07-2025, AAA	400.00
Report Total			\$ 3,172.89

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for July 30, 2025

Check	Vendor Name	Description	Check Amount
30295	Reliant Energy	Utilities Assistance for 07-2025, AAA	\$ 314.59
30296	Reliant Energy	Utilities Assistance for 07-2025, AAA	209.90
30297	TXU Energy Assistance Group	Utilities Assistance for 07-2025, AAA	400.00
Report Total			<u>\$ 924.49</u>

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for July 1, 2025**

Check	Vendor Name	Description	Check Amount
18991	Maricela De La Fuente	Service & Milenge for 05-02 to 05-29-2025.	\$ 1,635.52
		Services & Mileage for 05-01 to 05-30,2025.	
18992	Emily Martinez	Car Allowance for 07-2025, ED	600.00
18993	Office Pride	Janitorial Services provided 3x per week.06-2025.	1,180.75
18994	Unum Life Insurance Company	Long term care premium for 07-2025	374.90
18995	8x8, Inc.	Cancellation fee for 8x8.	15,094.32
18996	Pedro Trevino Jr	Mileage Reimbursement for TARC Board Meeting.	420.70
18997	CC Excel Properties	Rent for 07-2025.	7,250.00
Report Total			\$ 26,556.19

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for July 15, 2025

Check	Vendor Name	Description	Check Amount
18998	Foremost Telecommunications	Services for 07-01 to 07-31,2025.9-1-1.	\$ 1,014.00
18999	ODP Business Solutions,LLC	Mobile File Cabinet,Office Chair,Corner Desk,Guest Chair, 9-1-1	1,551.47
19000	Riviera Telephone Company	Services for 07-01 to 07-31,2025.9-1-1.	86.80
19001	Abila, Inc.	MIP Maintenance & Support for 06-2025.	1,211.63
19002	Am. Med. Home Health, Beeville	Services for 05-01 to 05-30,2025.Respite In Home, AAA	236.25
19003	Amazon	HP 30A Black Toner Cartridge.AAA.	85.15
19004	APC Home Health Services, Inc.	Services for 05-01 to 05-31,2025.Pers Assist & Resp In Home, AAA	1,492.00
19005	Aransas County Council on Aging	Services for 05-01 to 05-31,2025, AAA	17,597.00
19006	AT & T Mobility	Services for 05-20 to 06-19-2025.	1,345.32
19007	Brightspeed	Services for 07-01 to 07-31,2025.9-1-1.	545.15
19008	CB Center for Ind Living	Housing Navigator Services for 05-2025, ADRC	1,250.00
19009	Champion Care Inc	Services for 05-01 to 05-31,2025.Respite In Home.	85.00
19010	Champion Energy Services, LLC	Services for 06-03 to 07-02,2025.	2,132.44
19011	Charter Communications	Services for 06-23 to 07-22,2025	4,951.28
		Services for 06-23 to 07-22,2025, 9-1-1	
19012	Christina O. Edwardson	Mileage Reimbursement for 06-05 to 06-27,2025.	68.60
19013	City of Corpus Christi	Services for 05-01 to 05-31,2025, AAA	63,159.00
19014	Community Action Corp. So. TX	Services for 05-01 to 05-31,2025, AAA	51,605.00
19015	Computer Solutions	Cloud Storage Backup.06-2025.	9,929.42
		Netwatch Standard Security & Cloud Storage Backup.07-2025.	
19016	Corina A. Saenz	HR Services for 02-2025 to 05-2025.	1,612.50
		HR Services for 06-2025.	
19017	Cynthia Spurgat MS, RD, LD	Nutrition Dietitian Services for 06-2025, AAA	2,750.00
19018	De Lage Landen Financial Serv	SHARP/BP-70C45 Lease for 06-15 to 07-14,2025.	409.13
19019	Denise Garza	Fuel for 9-1-1 Training Laredo, TX	22.32
19020	Duval County	Services for 05-01 to 05-31,2025, AAA	11,269.00
19021	Felipa Wilmot	Mileage Reimbursement for 06-03 to 06-24-2025.	131.74
19022	John Maldonado	Mileage Reimbursement for 06-02 to 06-27,2025.	17.15
19023	Kleberg County Human Services	Services for 05-01 to 05-31,2025, AAA	13,414.00
19024	Live Oak County	Services for 05-01 to 05-31,2025, AAA	4,044.00
19025	M. Nelda Barrera	Mileage Reimbursement for 06-26 to 07-10-2025.	485.80
19026	Maricela De La Fuente	Services & Mileage for 06-2025.	630.09
19027	Mary Afuso	Mileage Reimbursement for 03-11 to 06-25-2025.	508.76
19028	MI Casa Nursing Services Home	Services for 04-01 to 04-30,2025.Pers Assist & Resp in Home, AAA	1,260.00
19029	Nueces Co Senior Community Srv	Services for 05-01 to 05-31,2025, AAA	14,414.00
19030	Refugio Co Elderly Services	Services for 05-01 to 05-31,2025, AAA	4,047.00
19031	Rural Economic Assistance Inc.	Rides provided for 05-2025.AAA.	475.00
		Services for 05-01 to 05-31,2025.Personal Assistance, AAA	
19032	Saenz Home Health Services Inc	Services for 05-01 to 05-31,2025.Pers Assist & Resp In Home, AAA	4,650.00
19033	Sal Ochoa	Mileage for 06-27-2025.	48.30
19034	Sharps Compliance, Inc	38 Gal Medsafe Liner,Case of 2.Bee County.	536.02
19035	SpectrumVoIP	Services for 07-01 to 07-31,2025.	24.95
19036	Uresti Senior Assistance	Services for 05-01 to 05-31,2025.Pers Assist & Resp In Home, AAA	4,540.00
19037	VIP Providers, Inc.	Services for 04-01 to 04-30,2025.Respite In Home, AAA	2,324.73
		Services for 04-2025, In-Home Respite, ADRC	
		Services for 05-2025, In-Home Respite, AAA	
		Srvs for 05-01 to 05-31,2025.Pers Asst & Respite In Home, AAA	
19039	CSEC	Return of unexpended FY2021 funds	8,885.19
Report Total			<u>\$ 234,845.19</u>

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for July 16, 2025

Check	Vendor Name	Description	Check Amount
19038	Amazon	DEWALT 20V Drill Set, Storage Cabinet, Drill Bit Set. Handheld Electric Engraver. HP 206A Magenta Toner. IntelliScanner Pro, Paper Organizer, Desktop Organizer, 9-1-1. Mechanical Pencil, Yield Toner Cartridge, AAA.	\$ 850.96
Report Total			\$ 850.96

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for July 29, 2025

Check	Vendor Name	Description	Check Amount
19040	AT&T	Services for 07-13 to 08-12,2025,9-1-1.	\$ 1,158.08
19041	AT&T	CBCOG Network Reconfiguration,9-1-1.	7,257.60
19042	Foremost Telecommunications	Services for 08-01 to 08-31,2025,9-1-1.	1,014.00
19043	Katelynn Acevedo	Shuttle Expenditures for TNT & PET Meeting, 07-2025, 9-1-1	53.93
19044	YELLOW PAGE DIRECTORY	Area Agency On Aging Of The Coastal Bend. Directory Ad	495.00
19045	AFLAC	Payroll Deductions for 07-2025.	2,191.62
19046	Aflac Inc	Payroll Deductions for 08-2025.	30.65
19047	Amazon	Black Toner.	950.04
		Black Toner. High Yield Toner, AAA	
		Drawer Box, Velcro, Wooden Coffee Sticks, LED Lantern.	
		Drum Unit Replacement for Brother DR-730.AAA.	
		First Aid Kit,Correction Tape, Legal Sized Binder.	
19048	American Express	Adobe, Portable A/Cs, Flowers, and Carpet Cleaning	5,036.40
		Hosting Plan.Postage Renewal.	
19049	Brightspeed	Services for 07-04 to 08-03,2025,9-1-1.	78.00
19050	Charter Communications	Services for 07-01 to 07-31,2025,9-1-1.	12,791.54
		Services for 07-07 to 08-06,2025,9-1-1.	
		Services for 07-14 to 08-13-2025,9-1-1.	
19051	Christopher Paul	Certificate of Achievement Review Fee FY2024 (reimbursement)	460.00
19052	VOID	VOID	
19053	Citibank	8 Port Gigabit,(3)Binders,Firewall Ltr,Marker Oil Bas,9-1-1.	2,806.90
		Aging In TX Conference Refund.	
		Annual Subscription for Zoom.AAA Caregiver.	
		Annual Zoom Subscription.AAA.	
		Business Cards,Airfare,Business Cards,Adobe, AAA	
		Canva, HS & Windows 10/11 Pro Upgrade, EDA	
		Email Services for Mass Mailouts, 06-2025, AAA	
		Hotel Stay for Aging In TX Conference, AAA	
		Items for Homeland Security Director Retirement Luncheon.	
		Microsoft Subscription for 05-21 to 06-20,2025, HS	
		Slack Monthly Subscription,9-1-1.	
		TCEQ Enviromental Trade Fair & Conference Hotel.	
		The Purple Door luncheon,(3)TARC Hotels,(2)Adobes.	
		Yearly Subscription to Dementia Friendly Combo.AAA.	
19054	City of Corpus Christi	Services for 06-08 to 07-08,2025.	544.40
		Services for 06-09 to 07-08,2025.	
19055	Culligan Quench	Services for 07-01 to 07-31,2025.	205.82
		Work Order Fee for Maintenance.	
19056	I Heart Radio	IHeart Radio Campaign, 8-18 to 11-9-25, 9-1-1.	18,000.00
19057	Intrado Life & Safety	ECATS Maintenance for FY 2026 only.09-01-2025 to 08-31-2026.	87,311.39
		FY 2026 Text to 9-1-1 09-01-2025 to 08-31-2026.	
19058	Jennifer Bostick	Additional lodging expenditures, SWIC/THIRA-SPR Workshops, HS	7.44
19059	John Maldonado	Coffee & Supplies for Board Of Directors Meeting, 7-24-25	28.69
19060	Los Milagros Construction	Ramp to Front Door & 30in x 60in roll-in shower 06-2025, AAA	11,340.00
		Tub to Shower Conversion & Kitchen Faucet Repl, 06-2025, AAA	
19061	M. Nelda Barrera	Mileage Reimbursement for 07-11 to 07-25,2025.	243.25
19062	Navitas Credit Corp	Services for 08-01 to 08-30,2025.	621.66
19063	Northstar Professional	Window Cleaning Service for 07-03-2025.	130.00
19064	Reliable Tire Disposal	Trailer Swap Bishop	9,600.00
		Trailer Swap Duval County.	
		Trailer Swap Jim Wells County.	
19065	Saenz Home Health Services Inc	Shower Conversion, 06-2025, AAA	7,465.00
		Shower Safety Grab Bars (?), Window AC Unit, & Ramp, AAA	
19066	SpectrumVoIP	Services for 08-01 to 08-31,2025.	26.89
19067	TML - IBBP	Health,Dental,Life for 07-2025.	39,603.92
19068	Valley Telephone Cooperative	Services for 06-01 to 06-30,2025,9-1-1.	456.00
Report Total			\$ 209,908.22

Coastal Bend Council of Governments
ACH Check Register
Cash Regular for July 2025

Check	Vendor Name	Description	Check Amount
ACH Google Cloud		Google Cloud: CBCOG Website Hosting for 06-2025	\$ 287.51
ACH Frontier Communications		Services for 06-19 to 07-18-25, 9-1-1	2,016.26
ACH Frontier Communications		Services for 06-19 to 07-18-25, 9-1-1	154.70
ACH Frontier Communications		Services for 06-22 to 07-21-25, 9-1-1	296.09
ACH Jennifer Mastick		Travel advance for SWIC Workshop and THIRA/SPR Workshop	1,081.98
ACH Emily Martinez		TX Lyceum Conference and Meeting 07-2025	1,240.00
ACH Denise Garza		Travel advance: 9-1-1 Training, Laredo, TX, 07-2025	295.05
ACH Katelynn Acevedo		Travel advance: 9-1-1 Training, Laredo, TX, 07-2025	309.65
ACH Community Loan Center-Program		Payroll deductions for 7-11-25 PR	85.86
ACH Community Loan Center-Program		Payroll deductions for 7-25-25 PR	214.65
ACH Katelynn Acevedo		PET & TNT Meeting 07-2025 - Travel Advance	283.00
ACH Noel Esquivel		PET & TNT Meeting 07-2025 - Travel Advance	283.00
ACH Texas Workforce Commission		SUTA taxes for 2nd QTR 2025	114.58
ACH Frontier Communications		Services for 06-28 to 07-27-25, 9-1-1	334.25
ACH Emily Martinez		Travel advance: EDA, GLO, follow-up with TTA	422.40
Report Total			\$ 7,418.98

Coastal Bend Council of Governments
Schedule of Bank Transfers
For Month Ended 07/31/2025

Date of Transfers	Transfer From	Transfer To	To Reimburse Check #s	Amount of Transfers
7/9/2025	Regular Account	Payroll Account	20889-20919	59,655.18
7/22/2025	Regular Account	Payroll Account	20920-20943	54,847.56
Total Transfers				\$ 114,502.74

**Coastal Bend Council of Governments
Schedule of Payroll Transactions
For Month Ended July 31, 2025**

Payroll disbursements for payroll period ended July 6	\$ 59,962.37
941 Tax Deposit for payroll period ended July 6	\$ 17,218.25
ICMA 401a and 457 contributions for payroll period ended July 6	\$ 10,906.34
Payroll disbursements for payroll period ended July 20	\$ 54,847.56
941 Tax Deposit for payroll period ended July 20	\$ 15,157.95
ICMA 401a and 457 contributions for payroll period ended July 20	\$ 10,608.00
Total Payroll Disbursements at July 31	\$ 168,700.47

Coastal Bend Council of Governments
Schedule of Cash Transactions
For Month Ended August 31, 2025

Cash balance at August 1, 2025

\$ 971,519.82

Cash receipts for August 2025

Cash receipts from deposits

HHSC (AAA)	\$ 287,555.00	
HHSC (ADRC)	\$ 13,561.88	
TCEQ (I-PLAN)	\$ 7,192.80	
EDA	\$ 5,694.87	
HS	\$ 50,423.67	
HSGD & CJD Agreement	\$ 6,489.71	
Clean Coast (GLO)	\$ 31,582.94	
TXDOT	\$ 10,000.00	
Alamo COG reimb for PSAP servicing	\$ 142.00	
Hurricane Conference Funding	\$ 40.00	\$ 412,682.87

Transfer from Texpool-9-1-1 Account

658,908.01

Transfer from Texpool-General Account

-

Interest Income 4.09% rate

3,990.00

Total Cash receipts for August 2025

1,075,580.88

Subtotal

2,047,100.70

Less: Cash disbursements for August 2025

Cash disbursements for accounts payables

474,598.09

Payroll disbursements

162,144.82

Total Cash disbursements for August 2025

636,742.91

Cash balance at August 31, 2025***

\$ 1,410,357.79

***Cash balance by Account at August 31, 2025

Regular Account

\$ 1,393,748.78

Payroll Account

3,660.08

Operating Account

12,948.93

Total Cash balance at August 31, 2025

\$ 1,410,357.79 \$

Investments in Texpool: Interest rate 4.3096%

General Fund:

Investments in Tex-Pool at August 1, 2025

\$ 19,688.94

Deposits

8,101.12 TCEQ

Transfers to American Bank

-

Interest Earned for August 2025

81.52

Investments in Tex-Pool at August 31, 2025

\$ 27,871.58

9-1-1 Fund:

Investments in Tex-Pool at August 1, 2025

\$ 20,098.90

Deposits

658,908.01 CSEC

Transfer to American Bank

(658,908.01)

Interest Earned for August 2025

559.74

Investments in Tex-Pool at August 31, 2025

\$ 20,658.64

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for August 7, 2025

Check	Vendor Name	Description	Check Amount
30298	Reliant Energy	Utilities Assistance for 08-2025, AAA	\$ 150.18
30299	City of Corpus Christi	Utilities Assistance for 08-2025, AAA	400.00
30300	City of Corpus Christi	Utilities Assistance for 08-2025, AAA	400.00
30301	TXU Energy Assistance Group	Utilities Assistance for 08-2025, AAA	400.00
30302	VOID	VOID	-
30303	VOID	VOID	-
30304	Reliant Energy	Utilities Assistance for 08-2025, AAA	367.96
30305	TXU Energy Assistance Group	Utilities Assistance for 08-2025, AAA	206.18
30306	City of Corpus Christi	Utilities Assistance for 08-2025, AAA	255.66
30307	Reliant Energy	Utilities Assistance for 08-2025, AAA	360.17
30308	TXU Energy Assistance Group	Utilities Assistance for 08-2025, AAA	340.45
30309	City of Corpus Christi	Shredding Services for 06-2025.	145.42
30310	Discount Power	Services for 07-01 to 07-31,2025, 9-1-1	286.74
30311	City of Corpus Christi	Services for 07-01 to 07-31,2025.9-1-1.	219.04
Report Total			\$ 3,531.80

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for August 13, 2025

Check	Vendor Name	Description	Check Amount
30312	AT & T	Services for 08-01 to 08-31,2025	\$ 6.45
30313	Language Line Services	Services for 06-01 to 06-30,2025.9-1-1	240.80
		Services for 07-01 to 07-31,2025.9-1-1	
30314	Adriana Benavides	Mileage Reimbursement for 07-21-2025	155.40
		Mileage Reimbursement for 08-11-2025.	
30315	Chips Plus	Removed all 911 equipment & took to CBCOG.Ingleside PD.	770.82
		Removed old equipment from Kleberg SO & Robstown PD.	
		Replaced old Viper Rack with New Viper Rack.San Pat SO.	
30316	Gloria Cureton	Mileage Reimbursements for 08-11-2025.	40.53
30317	Thryv	Services for 08-01 to 08-31,2025.	47.65
30318	EAN Holdings, LLC	Rental for 07-29-2025.K Acevedo 9-1-1.	109.09
		Toll Road Fees for 06-2025.AAA.	
30319	Gulf Coast Paper Co., Inc.	Coffee Creamer,Liquid.	222.90
		Toilet Tissue Paper,Hand Paper Towel,Small Trash Bags	
30320	Texas Office Systems	Labels for Postage Machine.	250.82
30321	Riviera Telephone Company	Services for 08-01 to 08-31,2025.9-1-1.	86.80
30322	SmartCom Telephone	Services for 08-01 to 08-31,2025.9-1-1.	234.00
30323	T-Mobile	Services for 06-28 to 07-27,2025.9-1-1.	55.15
Report Total			<u>\$ 2,220.41</u>

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for August 14, 2025

Check	Vendor Name	Description	Check Amount
30324	Reliant Energy	Utilities Assistance for 08-2025, AAA	\$ 171.42
30325	City of Corpus Christi	Utilities Assistance for 08-2025, AAA	400.00
30326	City of Corpus Christi	Utilities Assistance for 08-2025, AAA	400.00
30327	Reliant Energy	Utilities Assistance for 08-2025, AAA	400.00
30328	Nueces Electric Cooperative	Utilities Assistance for 08-2025, AAA	285.95
30329	Green Mountain Energy	Utilities Assistance for 08-2025, AAA	206.07
30331	NEC Co-op Energy	Utilities Assistance for 08-2025, AAA	356.63
30332	TXU Energy Assistance Group	Utilities Assistance for 08-2025, AAA	400.00
Report Total			<u>\$ 2,620.07</u>

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for August 27, 2025

Check	Vendor Name	Description	Check Amount
30333	AT & T Mobility	Services for 08-08 to 09-07,2025, AAA	\$ 197.95
30334	AT & T Mobility	Services for 08-12 to 09-11,2025.9-1-1.	22.20
30335	AT & T Long Distance	Services for 07-07 to 08-06,2025.9-1-1.	839.73
		Services for 08-09 to 09-08,2025.9-1-1.	
30336	DEX Imaging, LLC	Sharp/BP-70C45 Copier Maintenance for 08-01 to 08-31,2025.	442.69
		Staples for Printer	
30337	Goodwill Industries South TX.	Shredding Services for 07-2025.	73.08
30338	Riviera Telephone Company	Services for 08-01 to 08-31,2025.9-1-1.	89.24
30339	The Rockport Pilot	1 Year Subscription Renewal.	59.00
30340	T-Mobile	Services for 07-09 to 08-08,2025, HS	28.70
30341	WEX Bank	Fuel for 07-16 to 08-15,2025.	230.01
30342	VTX Communications	Services for 08-15 to 09-14,2025.9-1-1.	137.77
30345	Reliant Energy	Utilities Assistance for 08-2025, AAA	400.00
Report Total			<u>\$ 2,520.37</u>

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for August 28, 2025

Check	Vendor Name	Description	Check Amount
30343	Gexa Energy Assistance	Utilities Assistance for 08-2025, AAA	\$ 325.51
30344	Direct Energy	Utilities Assistance for 08-2025, AAA	115.83
Report Total			\$ 441.34

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for August 1, 2025

Check	Vendor Name	Description.	Check Amount
19069	CC Excel Properties	Rent for 08-2025.	\$ 7,250.00
19070	Emily Martinez	Car Allowance for 08-2025, ED	\$ 600.00
19071	Unum Life Insurance Company	Long term care premium for 08-2025	\$ 374.90
Report Total			\$ 8,224.90

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for August 6, 2025

Check	Vendor Name	Description	Check Amount
19072	Abila, Inc.	MIP Maintenance & Support for 07-2025.	\$ 1,211.63
19073	Joseph Bernadas	Website Development Services for 07-2025.	290.00
19074	Office Pride	Janitorial services provided 3x per week for 07-2025.	1,180.75
Report Total			<u>\$ 2,682.38</u>

Constal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for August 8, 2025

Check	Vendor Name	Description	Check Amount
19075	M. Neida Barrera	Mileage for July 28 to July 31, 2025, AAA	\$ 165.90
Report Total			\$ 165.90

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for August 13, 2025

Check	Vendor Name	Description	Check Amount
19076	Chips Plus	Worked on Beeville PD old building & new building.	\$ 156.86
19077	VOID	VOID	-
19078	EAN Holdings, LLC	Rental for 02-28,2025.T-Atokuku-Vitz 9-1-1.	2,108.09
		Rental for 03-24 to 03-25,2025.T. Atokuku-Vitz 9-1-1.	
		Rental for 03-24 to 03-26,2025.N. Esquivel 9-1-1.	
		Rental for 03-25 to 03-26,2025.T. Atokuku-Vitz 9-1-1.	
		Rental for 03-27 to 03-28,2025.T. Atokuku-Vitz 9-1-1.	
		Rental for 04-09-2025.T.Atokuku-Vitz 9-1-1.	
		Rental for 04-14 to 04-17,2025.AAA.	
		Rental for 04-14 to 04-17,2025.T. Atokuku-Vitz 9-1-1.	
		Rental for 04-21 to 04-25,2025.AAA.	
		Rental for 05-29 to 05-30,2025.T. Atokuku-Vitz 9-1-1.	
		Rental for 06-13,2025.AAA.	
		Rental for 06-24 to 06-27,2025.AAA, Aging in TX	
		Rental for 06-24 to 06-28,2025.AAA, Aging in TX	
		Rental for 06-25 to 06-27,2025.E. Martinez, Aging in TX	
		Rental for 06-26,2025.AAA.	
		Rental for 07-24-25-2025.AAA.	
19079	Mary Afuso	Meal expenses for TXDOT Meeting 08-06-2025.	173.26
19080	APC Home Health Services, Inc.	Services for 04-01 to 04-30,2025.Pers Assist & Resp In Home, AAA	2740.14
		Services for 05-01 to 05-31,2025.Respite In Home, AAA	
19081	Aransas County Council on Aging	Services for 06-01 to 06-30,2025, AAA	13,329.00
19082	AT & T Mobility	Services for 06-20 to 07-19,2025.	2,114.48
19083	Tory Atokuku-Vitz	Fuel for rental on 08-11-2025.T. Atokuku-Vitz 9-1-1.	25.98
19084	Bee First Primary Home Care	Services for 06-01 to 06-30,2025, In-Home Respite, AAA	80.00
19085	Community Action Corp. So. TX	Services for 06-01 to 06-30,2025, AAA	31,885.00
19086	Caridad Home Care Services LLC	Services for 06-01 to 06-30,2025.Respite In Home, AAA	297.00
19087	Champion Energy Services, LLC	Services for 07-02 to 08-01,2025.	2,493.30
19088	Charter Communications	Services for 07-23 to 08-22,2025.9-1-1.	4,945.94
19089	CB Center for Ind Living	Housing Navigator Services for 06-2025, ADRC	1,250.00
19090	Computer Solutions	Adobe Pro Test License	11,548.35
		Lenovo ThinkCentre M70t Gen 5 Laptop.9-1-1.	
		Microsoft Exc.Microsoft 365,Power Bi , 07-2025	
		Microsoft Exch,Microsoft 365,Microsoft Power Bi for 06-2025	
		Netwatch Standard Security & Cloud Storage Backup.08-2025.	
19091	City of Corpus Christi	Services for 06-01 to 06-30,2025, AAA	53,786.00
19092	De Lage Landen Financial Serv	Copier lease for 07-15 to 08-14,2025.	409.13
19093	Maricela De La Fuente	Service & Mileage for 07-01 to 07-30,2025.	1,566.38
		Service & Mileage for 07-08-2025.	
		Service & Mileage for 07-15 to 07-31-2025.	
19094	DOR ANS HOME HEALTH	Services for 03-01 to 03-31,2025.Respite In Home, AAA	798.00
		Services for 04-01 to 04-30,2025.Respite In Home, AAA	
		Services for 06-01 to 06-30,2025.Respite In Home, AAA	
19095	Duval County	Services for 06-01 to 06-30,2025, AAA	12,206.00
19096	Christina O. Edwardson	Mileage Reimbursement for 07-01 to 07-28,2025.	109.41
19097	Culligan Quench	Services for 08-01 to 08-31,2025.	50.82
19098	Health Care Unlimited	Services for 06-01 to 06-30,2025.Pers Assist & Resp In Home, AAA	175.50
19099	United States Treasury	941 Taxes penalty Qtr 1 01-2025.	358.85
19100	Katelynn Acevedo	Fuel for rental of vehicle on 07-29-2025.K Acevedo 9-1-1.	10.50

Cont'd

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for August 13, 2025

Check	Vendor Name	Description	Check Amount
19101	Kleberg County Human Services	Services for 06-01 to 06-30,2025, AAA	14,281.00
19102	Live Oak County	Services for 06-01 to 06-30,2025, AAA	4,044.00
19103	Los Milagros Construction	Install AC window unit, Install handrails, Install 30 gal WH, AAA	4,550.00
19104	Luz lumb	Mileage Reimbursement for 06-16 to 07-23,2025.	124.46
19105	Erika Luna	Supplies for Outreach Event	200.00
19106	MI Casa Nursing Services Home	Services for 05-01 to 05-31,2025.Pers Assist & Resp In Home, AAA	1,395.00
		Services for 06-01 to 06-30,2025.Pers Assist & Resp In Home, AAA	
19107	Northstar Professional	Window Cleaning Service for 07-31-2025.	130.00
19108	Nueces Co Senior Community Srv	Services for 06-01 to 06-30,2025, AAA	15,146.00
19109	Sal Ochoa	Mileage Reimbursement for 07-03 to 07-31,2025.	226.10
19110	Outreach Health Services	Services for 06-01 to 06-30,2025.Respite In Home, AAA	702.00
19111	Rural Economic Assistance Inc.	Services for 06-01 to 06-30,2025.Personal Assistance, AAA	315.00
19112	Refugio Co Elderly Services	Services for 06-01 to 06-30,2025, AAA	3,603.00
19113	Saenz Home Health Services Inc	Safety Rails for Bathrooms (4), AAA	4,685.00
		Services for 06-01 to 06-30,2025.Pers Assist & Resp In Home, AAA	
		Services for 06-01 to 06-30,2025.Personal Assistance, AAA	
19114	Sharps Compliance, Inc	18 GAL Medsafe Liner,Case of 2, Premont	888.89
		38 GAL Medsafe Liner Aransas Pass PD.	
19115	Cynthia Spurgat MS, RD, LD	Consulting Dietitian Services for 07-2025, AAA	2,750.00
19116	Reliable Tire Disposal	Trailer Swap City of Woodsboro.	6,400.00
		Trailer Swap San Patricio.	
19117	Texas Home Health of America,	Services for 06-01 to 06-30,2025.Personal Assistance, AAA	160.00
19118	Valley Telephone Cooperative	Services for 07-01 to 07-31,2025.9-1-1.	456.00
19119	VIP Providers, Inc.	Services for 06-01 to 06-30,2025.Personal Assistance, AAA	702.65
		Services for 06-01 to 06-30,2025.Respite In Home, AAA	
Report Total			<u><u>\$ 203,377.09</u></u>

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for August 27, 2025

Check	Vendor Name	Description	Check Amount
19120	AT & T	Master Netclock and (2) wall clocks, 9-1-1	\$ 11,359.40
19121	Chips Plus	Picked up old equipment & dropped off at COG, 9-1-1. Removed old equipment and dropped off at COG, 9-1-1 Replace Chasis on Pos 2 Mathis Pd. Removed old equip. 9-1-1.	2,123.37
19122	Corpus Christi Lock Doc LLC	Re-Key Filing Cabinet in Finance Director's office	175.98
19123	Department of Info. Resources	Services for 06-01 to 06-30, 2025, 9-1-1.	34,605.09
19124	Foremost Telecommunications	Services for 09-01 to 09-30, 2025, 9-1-1.	1,014.00
19125	Promo Universal, LLC	25 oz Clear Freedom Bottles Die Cut Tote Bags, 9-1-1. Pop Up Tent & Table Cover, 9-1-1.	17,154.00
19126	Supreme Access LLC	Inst ramp to rear door & screwed down boards on front ramp, AAA Install new grab bars in bathroom & dining room set up, AAA.	4,170.00
19127	Toastmasters International	Toastmasters fees & dues.	2,015.00
19128	Abila, Inc.	MIP Maintenance & Support for 08-2025.	1,211.63
19129	AFLAC	Payroll Deductions for 08-2025.	2,191.62
19130	Aflac Inc	Payroll Deductions for 09-2025.	30.65
19131	Amazon	Black Toner, Yellow Toner, Magenta Toner, Coffee Cups, Clipboard Dry Erase Board for Finance Office. Keyboard, Office Stapler, 10 Pack Box, 9-1-1. Legal Pads 12 pack. Sticky notes, Post it Notes, Highlighters, Dry Erase Markers.	1,304.29
19132	American Express	Flowers, Business Cards, Phone (Lee White), Carpet Cleaning, Adobe re	584.26
19133	Art Museum of South Texas	Bamboo Sponsor for ARTball event.	5,000.00
19134	Tory Atokuku-Vitz	Fuel for rental on 08-11 to 08-12, 2025, T. Atokuku-Vitz 9-1-1	7.99
19135	M. Nelda Barrera	Mileage Reimbursement for 08-05 to 08-19-2025.	518.28
19136	Brightspeed	Services for 08-01 to 08-31, 2025, 9-1-1.	545.96
19137	Charter Communications	Services for 08-01 to 08-31, 2025, 9-1-1. Services for 08-07 to 09-06, 2025, 9-1-1.	2,894.99
19138	CIMA	Volunteer Insurance for 07-01-2025 to 07-01-2026.	507.47
19139	City of Corpus Christi	Services for 07-08 to 08-07, 2025. Services for 07-08 to 08-08, 2025.	570.32
19140	Computer Solutions	Microsoft Exch, Microsoft 365, Microsoft Power Bi for 07-2025. Migration of 20 Mailboxes, AAA & HS	21,801.35
19141	EAN Holdings, LLC	Rental for 06-12 to 06-13, 2025, D. Garza 9-1-1. Rental for 07-22 to 07-23, 2025, T-Atokuku-Vitz 9-1-1. Rental for 07-28 to 07-29-2025, D. Garza 9-1-1. Rental for 08-04 to 08-08, 2025, T-Atokuku-Vitz 9-1-1. Rental for 08-06 to 08-07, 2025, AAA. Rental for 08-06-2025, D. Garza 9-1-1. Rental for 08-11 to 08-12, 2025, T-Atokuku-Vitz 9-1-1. Rental for 08-12 to 08-15, 2025, AAA. Rental for 07-23, 2025, T-Atokuku-Vitz 9-1-1.	1,006.10
19142	Intrado Life & Safety	Project Management Services & CCS Training, 9-1-1	1,409.04
19143	Los Milagros Construction	Installed Ramp to Front Door, AAA. Tub to Shower Conversion, AAA.	12,645.00
19144	Office Pride	Cleaning Services provided 3x per week, 08-01 to 08-31, 2025.	1,180.75
19145	Orkin	Services for 08-2025.	150.00

Cont'd

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for August 27, 2025

Check	Vendor Name	Description	Check Amount
19146	Rachael Howell	Website Maintenance for Water Quality I Plan.	2,275.00
19147	Lucia Rios	Snacks for De-Escalation Training.CJD.	18.91
19148	Sharps Compliance, Inc	18 Gal Medsafe Liner,38 Gal Medsafe Liner.	1,241.76
19149	Reliable Tire Disposal	Trailer Swap City of Robstown	19,200.00
		Trailer Swap Live Oak County.	
		Trailer Swap Nueces County.	
		Trailer Swap Sarita, TX	
		Trailer Swap.Aransas County.	
		Trailer Swap.Palfurrias TX.	
19150	TML - IEBP	Health,Dental,Life for 08-2025.	39,601.31
19151	Vista Com	Eventide Maintenance for 09-01-2025 to 08-31-2026, 9-1-1	46,596.00
19152	Joseph Bernadas	Website Development Services for 08-2025.	290.00
19153	Texas Assoc of Reg'l Councils	FY 2025 Dues.	2,162.00
19154	CITIBANK	Adobe,Conference registration,Membership Dues	4,440.66
		Email Service for Mass Mailout.AAA.	
		Lodging for 2025 TCOLE Conf.Snacks for Refugio PD event.	
		Microsoft 365, 06-20 to 08-20-25, HS	
		Parts for Conf Room Portable AC Units	
		Polybags.AAA	
		Slack Monthly Sub,VistaPrint,Airlines Flight,Hotel Stay, 9-1-1	
		Snacks for VDT Meeting, AAA	
		Supplies for VDT Class.AAA.	
		TX Lyceum Fees,Garnett sub,Meals for TX Lyceum,Parking.	
		Upgrade to Windows 11 Pro.AAA.	
Report Total			<u>\$ 242,002.18</u>

Coastal Bend Council of Governments
 ACH Check Register
 Cash Regular for August 2025

Check	Vendor Name	Description	Check Amount
ACH Google Cloud		Google Cloud: CBCOG Website Hosting for 07-2025	\$ 296.37
ACH Frontier Communications		Services for 07-19 to 08-18-2025, 9-1-1	2,015.04
ACH Frontier Communications		Services from 07-19 to 08-18-25, 9-1-1	154.43
ACH Frontier Communications		Services for 07-22 to 08-21-25, 9-1-1	293.79
ACH PITNEY BOWES GLOBAL FINANCIAL		Postage Meter Lease for 05-20-25 to 08-19-25	616.80
ACH 8x8, Inc.		Remaining penalty, ETF for 8x8 contract	1,886.79
ACH Navitas Credit Corp		Phone Leasing Fees for 09-2025	621.66
ACH Brightspeed		Services for 08-04 to 09-03-2025, 9-1-1	78.00
ACH Community Loan Center-Program		CLC Loan Program Payroll Deductions for 8-8-25 PR	257.58
ACH Community Loan Center-Program		CLC Loan Program Payroll Deductions for 8-22-25 PR	257.58
ACH Frontier Communications		Services for 07-28 to 08-27-25, 9-1-1	333.61
Report Total			<u>\$ 6,811.65</u>

Coastal Bend Council of Governments
Schedule of Bank Transfers
For Month Ended 08/31/2025

Date of Transfers	Transfer From	Transfer To	To Reimburse Check #s	Amount of Transfers
8/5/2025	Regular Account	Payroll Account	20944-20974	55,613.60
8/14/2025	Regular Account	Operating Account	30264-30323	13,519.34
8/19/2025	Regular Account	Payroll Account	20975-21004	54,970.12
Total Transfers				<u><u>\$ 124,103.06</u></u>

**Coastal Bend Council of Governments
Schedule of Payroll Transactions
For Month Ended Aug 31, 2025**

Payroll disbursements for payroll period ended August 3	\$ 55,613.60
941 Tax Deposit for payroll period ended August 3	\$ 15,071.84
ICMA 401a and 457 contributions for payroll period ended August 3	\$ 10,646.83
Payroll disbursements for payroll period ended August 17	\$ 54,970.12
941 Tax Deposit for payroll period ended August 17	\$ 15,250.66
ICMA 401a and 457 contributions for payroll period ended August 17	\$ 10,591.77
Total Payroll Disbursements at August 31	<u>\$ 162,144.82</u>



Coastal Bend Council of Governments

MEMORANDUM

To: Board Members of the Coastal Bend Council of Governments

From: Amy Villarreal, Director, Area Agency on Aging

Date: September 25, 2025

Subject: Housing Navigator Contract with Coastal Bend Center for Independent Living (CBCIL)

Background: Coastal Bend Council of Governments (CBCOG), through a contract with Texas Health & Human Services, provides Housing Navigator services to advocate affordable, accessible housing for people with disabilities and people 60 years of age and older.

Summary: CBCOG plans to renew the contract with Coastal Bend Center for Independent Living (CBCIL) to provide advocacy services for the Housing Navigator Program. Judy Telge, with CBCIL has been a tireless advocate for these populations and continues to attend public planning meetings for CBCOG to encourage builders to create additional accessible, affordable housing.

Financial Impact: The one-year contract in the amount of \$15,000 will be for the project period of September 1, 2025 – August 31, 2026.

Comprehensive Economic Development Strategy Goal or Objective:

Goal 2 (Strengthen Resilient Infrastructure Investments)
Goal 4 (Support Community Well-Being)

Staff Recommendation: It is the staff's recommendation to authorize the Executive Director to enter into this recurring contract with CBCIL.

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4121**

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ONE YEAR CONTRACTs WITH THE COASTAL BEND CENTER FOR INDEPENDENT LIVING (CBCIL) TO PROVIDE SUPPORT SERVICES FOR THE HOUSING NAVIGATOR PROGRAM. THE PROGRAM UNDER THE COASTAL BEND AGING AND DISABILITY RESOURCE CENTER WHOSE PURPOSE IS TO IMPROVE ACCESS TO LONG TERM CARE SERVICES AND SUPPORT OPTIONS FOR OLDER PERSONS AND PERSONS OF ALL AGES WITH DISABILITIES IN THE ELEVEN-COUNTY COASTAL BEND REGION. THE ONE-YEAR CONTRACT IN THE AMOUNT OF \$15,000 FOR THE PROJECT PERIOD OF SEPTEMBER 1, 2025 – AUGUST 31, 2026.

WHEREAS the vision of the Aging and Disability Resource Centers (ADRC) is to serve as a highly visible and trusted place where individuals can receive information on the full range of long-term services and support options with the goal of empowering individuals to make informed choices about long-term services and supports, and to streamline access to those services; and

WHEREAS the CBCIL assigned staff will provide Housing Navigator expertise and collaborative planning to increase integrated, accessible and affordable housing for people with disabilities in the eleven-county Coastal Bend Region resulting in the deliverables as described in the contract; and

WHEREAS the contract consists of project benchmarks in the delivery of information regarding integrated, accessible and affordable housing for people with disabilities of all ages in the Coastal Bend service area; and

WHEREAS, after review at the Advisory Council on Aging's monthly meeting on December 9, 2024, the Advisory Council recommended approval of the Coastal Bends Aging and Disability Resource Centers contract with Coastal Bend Center for Independent Living for Fiscal Years 2025-2026 and further recommended approval by the Coastal Bend Council of Governments.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging and therefore approves the Coastal Bend Aging and Disability Resource Centers contract with Coastal Bend Center for Independent Living (CBCIL) for services for a Housing Navigator Area for Fiscal Year September 1, 2025 - August 31, 2026 delivery of information regarding integrated, accessible and affordable housing for people with disabilities of all ages in the Coastal Bend service area.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 25th day of September 2025.

Judge George P. "Trace" Morrill, III, Chairman

ATTEST:

Mr. Peter Collins, Secretary



Coastal Bend Council of Governments

MEMORANDUM

To: Board Members of the Coastal Bend Council of Governments

From: Salvador Ochoa, Jr., Environmental Planning Program Manager

Date: September 25, 2025

Subject: A resolution authorizing the Executive Director to execute a contract with TCEQ for the 604(b) Water Quality Management Plan grant program for FY26 – FY27.

Background: Coastal Bend Council of Governments (CBCOG) provides services through state funds.

Summary: The 604(b) Water Quality Management Plan grant will provide crucial funding for project administration, review of Clean Water State Revolving Fund loan applications, and the development of water quality education and outreach programs within the region.

Financial Impact: The contract will be effective September 1, 2025 and expire August 31, 2027. The Maximum Authorized Reimbursement will be a total of \$39,340.

Comprehensive Economic Development Strategy Goal or Objective: Objective 2.2: Water infrastructure assets are expanded and strengthened (2) Advance water conservation partnerships and programs to safeguard existing water supplies.

Staff Recommendation: It is the staff's recommendation to approve Resolution No.4122.

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4122

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR THE 604(b) WATER QUALITY MANAGEMENT PLAN GRANT PROGRAM FOR FY26 – FY27 IN THE AMOUNT OF \$39,340.

WHEREAS, the Coastal Bend Council of Governments is committed to promoting sound regional water quality management within the region; and

WHEREAS, the proposed grant will provide crucial funding for project administration, review of Clean Water State Revolving Fund loan applications, and the development of water quality education and outreach programs within the region; and

NOW THEREFORE, BE IT RESOLVED, the Coastal Bend Council of Governments approves that the Executive Director is further authorized to take all actions necessary to fulfill the terms and conditions of the grant contract.

Duly adopted at a meeting of the Coastal Bend Council of Governments on this 25th day of September, 2025.

Judge George P. "Trace" Morrill, III, Chairman

ATTEST:

Mr. Peter Collins, Secretary

Texas Commission on Environmental Quality
CONTRACT SIGNATURE PAGE

Contract Name: Coastal Bend Council of Governments WQMP 604b
 Contract Number: 582-26-00108
 Performing Party: Coastal Bend Council of Governments
 Performing Party Identification Number: 17415862303
 Maximum Authorized Reimbursement: \$39,340.00
 Effective Date: ☒ 09/01/2025 ☐ Date of last signature
 Expiration Date: ☒ 08/31/2027 ☐ 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: 66.454
 Federal Grant Number: C6-48000062

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**

Coastal Bend Council of Governments

 Authorized Signature
 Nicole Hall
 Printed Name
 Section Manager, Water Quality Planning Division
 Title

 Date

 Procurements & Contracts Representative
 Brianna Mendoza
 Printed Name

 Date

 Authorized Signature
 Emily Martinez
 Printed Name
 Executive Director
 Title

 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
- Federal Section (Including Federal Conditions and Forms)
- Scope of Work
- General Terms and Conditions
- Cost Budget
- Notices, Project Representatives and Records Locations
- Attachment A - Release of Claims
- Attachment B - Budget Revision Request (BRR)
- Attachment C - Personnel Eligibility List (PEL)
- Attachment D - Level-of-Effort Certification
- Attachment E - Performance Evaluation Report
- Attachment F - Financial Status Report (FSR)

SPECIAL TERMS AND CONDITIONS

1. **PERFORMING PARTY'S PERFORMANCE EVALUATION.** Performance evaluations are a part of the TCEQ review of the Performing Party and may be a factor in the selection of future Contracts. TCEQ may provide this information to state agencies and, upon request, to others. The Performing Party consents to the disclosure of any information or opinion contained in the evaluations (Attachment E).
2. Sections 6 and 7 in the Cost Budget section of the Contract are modified as follows:

Section 6. **Budget Control, Subsection b. Cumulative transfers greater than 10% of the Total Budget** will now read:

- b. TCEQ must **approve in writing** all budget revisions that result in the cumulative transfer from cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must submit and funds cannot be disbursed until TCEQ approves the BRR.

Section 7 will now read:

7. **Invoice Submittal.** Invoices must be submitted to the individuals named in the Notices, Project Representatives and Records Location section of the Contract at quarterly intervals. The reporting periods will correspond to the State of Texas fiscal year (September-November, December-February, March-May, and June-August). Invoices must include Attachment A (FSR).
 - a. Requests for reimbursement must be submitted within 30 days after the close of each quarter with the exception of the last fiscal quarter of the Contract, when final billing is due within 45 days after the close of the Contract.
 - b. TCEQ must preapprove in writing all requests to submit invoices at an interval other than quarterly. Requests can be submitted and approved via email and documented in the project files.

GRANT FEDERAL TERMS AND CONDITIONS

1. This Contract is funded by a Federal Financial Assistance Award from the [United States Environmental Protection Agency (EPA)]. TCEQ's federal grant award is attached/available upon request. Any additional federal funding conditions that arise during the Contract period are incorporated herein by reference.
2. TCEQ as recipient and the Performing Party as subrecipient must follow all of the following requirements, as applicable:
 - 2 CFR Part 200, found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
 - EPA's General Terms and Conditions, found at <https://www.epa.gov/grants/grant-terms-and-conditions#general>
 - The federal funding award [attached, including the following Administrative and/or Programmatic Conditions from that award:]
 - Federal non-discrimination laws, Executive Orders, and EPA regulations prohibiting discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance in accordance with Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and The Age Discrimination Act of 1975. Additionally, programs must be implemented in accordance with federal provisions protecting free speech, religious liberty, public welfare, and the environment.
3. The following EPA General Terms and Conditions or EPA award terms are *not* applicable to this Contract:
 - a. Any **Project Description** beyond the Scope of Work of this Contract.
 - b. Any conditions or terms regarding direct communication or submission of data, reports, or financial information to EPA including:
 - i. **Correspondence Condition,**
 - ii. **Federal Financial Reporting (FFR),**
 - iii. **Closeout Requirements,**
 - iv. **Transfer of Funds,**
 - v. **Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s),**
 - vi. **Extension of Project/Budget Period Expiration Date, or**
 - vii. **Post-Award Disclosure of Current and Pending Support on Research Grants.**
 - c. **Reimbursement Limitation** regarding EPA's financial obligations to TCEQ.
 - d. **Automated Standard Application Payments (ASAP) and Proper Payment Draw Down for Electronic Payments.**

4. **Acknowledgement.** The Performing Party shall acknowledge the financial support of TCEQ and the EPA on any reports, documents, publications, or other materials developed for public distribution. The Performing Party must include the following statement:

"This project has been funded [wholly or in part] by the United States Environmental Protection Agency under assistance agreement (number) to the Texas Commission on Environmental Quality. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or TCEQ, nor does the Environmental Protection Agency or TCEQ endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency or TCEQ."

5. **Violating Facilities.** The Performing Party certifies that it has not been convicted, and is not likely to be convicted, of any offense under section 7413(c) of the Clean Air Act (42 U.S.C. §7413(c)) or section 1319(c) of the Clean Water Act (33 U.S.C. §1319(c)). If the Performing Party is convicted of an offense described in those sections, the Performing Party will notify TCEQ and EPA. The Performing Party shall be in compliance with all applicable standards, orders or requirements issued under Executive Order 11738. The Performing Party is disqualified from eligibility to receive any contract, subcontract, assistance, sub-assistance, loan or other nonprocurement benefit or transaction that is prohibited by a Federal department or agency under the Government-wide debarment and suspension system (see 2 CFR part 180), if the Performing Party:

- (a) Will perform any part of the transaction or award at the facility giving rise to a conviction (called the violating facility); and
- (b) owns, leases or supervises the violating facility.

6. By signing this Contract, the Performing Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)), as amended, and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended.

7. **Prohibition against Lobbying.** By signing this Contract, the Performing Party certifies, to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Performing Party to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Performing Party shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying."](#) in accordance with its instructions.
- c. The Performing Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- d. Any person who makes an expenditure prohibited herein shall be subject to a federal civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. Any person who fails to file or amend the disclosure form to be filed or amended if required herein, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. The Performing Party must complete and submit the following attached forms prior to or upon signature of this contract, unless otherwise indicated:

- **TCEQ Federal Funding Accountability and Transparency Act Reporting Form**
- **TCEQ Disadvantaged Business Enterprise (DBE) Program Minority Business Enterprise and Women's Business Enterprise (WBE) Expenditure Report**, submitted with each request for reimbursement or invoice. The Performing Party must follow the six good-faith efforts under [40 CFR Section 33.301\(a\)-\(f\)](#), and [40 CFR Section 33.302 \(a\)-\(d\), \(i\)](#) whenever procuring construction, equipment, services and supplies to perform this Contract. TCEQ's established fair share objectives apply to this Contract:

	MBE GOAL (%)	WBE GOAL (%)
Construction	21.43	6.78
Equipment	22.05	6.27
Services	24.34	25.85
Supplies	31.06	17.66

9. **Cybersecurity.**

- a. Any connection between the Grantee's network or information technology system and an EPA network or information technology system used to transfer data under this agreement must be secure. A connection is a dedicated persistent interface between the Grantee's network or information technology system and EPA's network or information technology system for the purpose of transferring information.
- b. The Grantee will contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. Contact the TCEQ Grant Manager for the EPA PO's contact information.
- c. This condition does not apply to (1) transitory user-controlled connections, such as website browsing, (2) manual entry of data by the Grantee into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data, or (3) Grantee's connections that use the Environmental Information Exchange Network or EPA's Central Data Exchange.

Federally Funded Grants

Grantee Name:				
Grantee ID:				
Grantee Point of Contact (POC) Name:				
POC Phone Number:				
TCEQ Contract #:				
POC Email:				
Invoice #:				

Was this payment for Services, Equipment or Supplies?

		Was this payment for Services, Equipment or Supplies?	Indicate MBE or WBE	Amount Paid
MBE/WBE Subcontractor / Business	Vendor ID #:			
Total Paid:	\$0.00			

Affirmation. The information provided on this form is accurate and complete.

End of Worksheet



Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions \$30,000 or greater.

Information completed by TCEQ Program Area:

TCEQ Contract No./PCR	582-26-00108
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Information completed by Subrecipient:

Legal Name of Entity	
Unique Entity Identifier (UEI)	

Exemption from reporting compensation information	
* <input type="checkbox"/> Please check box for exemption from reporting if in the preceding fiscal year either of the following bulleted items applied:	
<ul style="list-style-type: none"> • Recipient received less than 80% of its annual gross revenues in Federal awards [federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements]; and the recipient received less than \$25,000,000 in annual gross revenues from Federal awards. OR • the public has access to information about compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. 	

Total Compensation and Names of Top Five Executives (if applicable)	
Name	Compensation Amount

Subrecipient Responsible Party		
Title	Print Name	Signature/Date



Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions \$30,000 or greater.

FFATA Form Instructions

Information completed by TCEQ Program Area:

This field should be completed by TCEQ program area.

- **TCEQ Contract No./PCR** – Enter the Contract Number and Procurement Control Request (PCR) generated by Budget Accounting and Monitoring System (BAMS) when the original contract is first established. The PCR number does not need to be provided if it is the same as the last five digits of the Contract number.

Information completed by Subrecipient:

Each field requires a response by the subrecipient.

- **Legal Name of Entity** – Enter name of the subrecipient organization that corresponds with subrecipient's Unique Entity Identifier (UEI) as it appears in the System for Award Management (SAM) profile, www.sam.gov.
- **UEI** – Enter subrecipient's organization's 12-digit UEI as it appears in its SAM Profile. Effective April 4, 2022, the UEI replaced the DUNS Number for the purpose of completing this form. To find your UEI or request a UEI, visit SAM.gov.
- **Total Compensation and Names of Top Five Executives (if applicable)** – As defined in 2 CFR 170.110, you must report Executive Compensation from your preceding fiscal year unless any of the exemption criteria apply.
- **Subrecipient Responsible Party** – The person completing the form should provide title, printed name, signature, and date the form was signed.

Return completed and signed form to TCEQ Contract Manager.

Coastal Bend Council of Governments (CBCOG)

Scope of Work

The Performing Party's work in the Coastal Bend Texas region will focus on the following objectives: 1) project administration, 2) review of Clean Water State Revolving Fund (CWSRF) loan projects, and 3) development of water quality education and outreach programs.

All Deliverable dates are calendar days unless otherwise specified.

Task 1: Project Administration

Objective: To effectively administer, coordinate, and monitor all work performed under this project including contractual, technical and financial supervision and submittal of Progress Reports.

Subtask 1.1: Project Oversight — The Performing Party will provide contractual, technical and fiscal oversight of the staff and/or subgrantee(s)/subcontractor(s) to ensure Tasks and Deliverables are acceptable and completed as scheduled and within budget. Project oversight status will be provided to the TCEQ Project Manager with the quarterly Progress Reports.

Subtask 1.2: Progress Reports (PRs) — The Performing Party will submit PRs to the TCEQ Project Manager. PRs will include reporting on the status of Deliverables and proposed revisions to due dates, narrative description of progress made on each Task including Subtasks, and the status of nonconformances/corrective actions. The TCEQ Project Manager will provide a PR template to the Performing Party.

Subtask 1.3: Reimbursement Forms (Financial Status Reports) — The Performing Party will submit reimbursement forms in accordance with the Special Terms and Conditions and General Terms and Conditions sections in the Contract.

Subtask 1.4: Contract Communication — The Performing Party will maintain regular telephone and/or e-mail communication with the TCEQ Project Manager regarding the status and progress of the project and any matters that require attention between PRs. The Performing Party will participate in project meetings (in person or virtual) with the TCEQ Project Manager to discuss items such as Tasks, financial status, Quality Assurance Project Plans (QAPPs), and corrective actions. The Performing Party will provide meeting notes and identify action items within seven days of each project meeting.

Subtask 1.5: Performing Party Evaluation — The Performing Party will participate in an annual performance evaluation at the end of each state fiscal year. The TCEQ Project Manager will provide a draft annual evaluation to the Performing Party for comment before a final evaluation is completed.

Deliverables:

- 1.2 PRs (Q1 due 12/15/25; Q2 due 2/28/26; Q3 due 6/15/26; Q4 due 8/31/26; Q5 due 12/15/26; Q6 due 2/28/27; Q7 due 6/15/27; Q8 due 8/31/27)
- 1.3 Reimbursement forms (see Special Terms and Conditions and General Terms and Conditions sections in the Contract)
- 1.4 Project meeting notes and action items (quarterly, within seven (7) days following the meeting)
- 1.5 Documentation of the Performing Party's participation in performance evaluation (annually, within seven (7) days following request)

Task 2: Review of CWSRF Projects

Objective: To review and provide input on CWSRF loan applications in the Performing Party's region and ensure conformance with the latest approved Water Quality Management Plan (WQMP).

Subtask 2.1: CWSRF Application Review — The Performing Party will provide written comments to the TCEQ Project Manager regarding CWSRF loan applications within the Performing Party's region, including whether the application conforms with the latest approved WQMP. The Performing Party will assist applicants and TCEQ in the resolution of any conflicts between proposed project information and the latest approved WQMP.

Deliverables:

- 2.1 Written comments on CWSRF loan applications (within 30 days of TCEQ request)
- 2.1 Summary of response activities (quarterly, in PRs)

Task 3: Water Quality Education and Outreach

Objective: To develop and maintain an education and outreach program to address the most significant water quality problems in the Performing Party's region. The process will be used to enhance partnerships with stakeholders and foster a public understanding of land use activities and their impacts on water quality. The process will encourage participation in selecting, implementing, and maintaining appropriate best management practices.

Subtask 3.1: Updated Education and Outreach Plan — The Performing Party will update the existing targeted Education and Outreach Plan to address the most significant water quality problems in the Performing Party's region. In addition, the education plan will also focus on proper waste disposal of chemicals in the home, also known as household hazardous wastes, and the existing pet waste education and outreach program will be expanded and revitalized. The plan will list the most significant water quality problems in the region and propose outreach materials and describe the method(s) for disseminating the information.

The Performing Party will submit a Draft Update Education and Outreach Plan to the TCEQ Project Manager, who will provide comments as needed. The Performing Party will revise the Draft Update Education and Outreach Plan to address comments provided by the TCEQ Project Manager and submit a Final Updated Education and Outreach Plan.

Subtask 3.2: Education and Outreach Materials — The Performing Party will develop or acquire education and outreach materials identified in Subtask 3.1 and disseminate them to the public. The Performing Party will provide a draft copy of outreach materials to the TCEQ Project Manager at least 14 days prior to distribution. The Performing Party will revise the draft educational and outreach materials as needed to address comments provided by the TCEQ Project Manager and submit final versions of all education and outreach materials.

Outreach materials will be disseminated to ensure the appropriate target audience is reached. The Performing Party will document the approximate number of citizens reached through the education and outreach campaign. The Performing Party will translate public outreach materials, as needed and feasible.

Subtask 3.3: Website Updates — The Performing Party will update its website to include water quality outreach information and links to water quality programs.

Deliverables:

- 3.1 Draft Updated Education and Outreach Plan (due 10/15/2025)
- 3.1 Final Updated Education and Outreach Plan (due 10/29/2025)
- 3.2 Draft educational and outreach materials (at least 14 days prior to dissemination)
- 3.2 Final education and outreach materials (due 8/17/2027)
- 3.2 Documentation of the approximate number of individuals reached through the outreach campaigns (quarterly, in PRs)
- 3.3 Summary of website updates (quarterly, in PRs)

Task 4: Final Report

Objective: To produce a Final Report that summarizes all completed Task activities and conclusions reached during the project. The Final Report will discuss the extent to which project goals and purposes have been achieved and information about methods used. The Final Report must emphasize successes, failures, and lessons learned.

Subtask 4.1: Draft Final Report — At least 45 days prior to submitting the Final Report, the Performing Party must provide a Draft Final Report. This comprehensive report must document all Deliverables under this Scope of Work. The Draft Final Report must be structured per the following outline:

- Title
- Table of Contents
- Executive Summary
- Introduction
- Project Description and Purpose
- Methods
- Study Area/maps (Note: maps subject to TCEQ approval when made by a contractor)
- Summary of work completed in all Tasks
- Results and Observations
- Amount of project funding and amount spent, unspent
- Discussion: include deliverables not completed, lessons learned, and recommendations
- References
- Appendices (if needed)

Subtask 4.2: Final Report — The Performing Party will revise the Draft Final Report to address comments provided by the TCEQ Project Manager. At least 14 days before the expiration of the Contract, the Performing Party will submit the Final Report to the TCEQ Project Manager.

Deliverables:

- 4.1 Draft Final Report (due 7/3/2027)
- 4.2 Final Report (at least 14 days prior to end of Contract)

GENERAL TERMS AND CONDITIONS

Revised July 31, 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. RECORDS, ACCESS, AND AUDITS

- 5.1. **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. Records include books; documents, including electronic mail and documents; information provided by TCEQ; and other evidence reasonably pertinent to Performing Party's performance of the Contract. 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.
 - 5.1.1. The Performing Party must maintain financial records for costs under the Scope of Work in accordance with generally accepted accounting practices.
 - 5.1.2. 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.
- 5.2. **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.
- 5.3. **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 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. RELEASE OF RECORDS AND CONFIDENTIAL INFORMATION

- 17.1. **For Records in Possession of TCEQ.** Performing Party agrees that TCEQ shall have the discretion to determine whether records 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 Public Information Act (PIA) request related to the records 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 an Entity to Which the PIA Applies.** This provision applies to a request for records that are in the possession of an entity to which the PIA applies. If Performing Party, a subrecipient, a contractor, or subcontractor receives a request for the 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 with sufficient time to permit TCEQ to instruct the Performing Party to 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 an Entity to Which the PIA Does Not Apply.** This provision applies if the Performing Party or Performing Party's contractor or subcontractor or subrecipient receives a request for records in its possession but the entity is not subject to the PIA. The Performing Party shall require the entity in possession of the records to immediately transfer a copy of the request and all records that are responsive to the request up the contractual/grant chain (e.g., nonprofit subrecipient to Performing Party) until the request and records reach an entity that is subject to the PIA. The preceding provision 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 by the processes set forth in the following provisions: *For Records in the Possession of an Entity to Which the PIA Applies* and *For Records in the Possession of an Entity to Which the PIA Does Not Apply* (detailed 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 provision above titled *For Records in Possession of TCEQ*. 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. MISCELLANEOUS

- 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.

*The content, findings, opinions, and conclusions are the work of the author(s) and
do not necessarily represent findings, opinions, or conclusions of the TCEQ.*

- 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.

Cost Budget

1. Budget. Authorized budgeted expenditures for work performed are as follows:

a. Direct Costs

Budget Category	Cost for Work to be Performed
Salary / Wages	\$7,500.00
Fringe Benefits	\$1,423.50
Travel	\$0.00
Supplies	\$24,594.75
Equipment	\$0.00
Contractual	\$4,000.00
Construction	\$0.00
Other	\$0.00
Total Direct Costs	\$37,518.25

b. Indirect Costs

Distribution Base Amount (identify Base type below)	\$7,500.00
Indirect Cost Rate for Reimbursement	24.29%
Total Indirect Costs	\$1,821.75

c. Maximum Authorized Reimbursement

Maximum Authorized Reimbursement (Direct and Indirect Costs)	\$39,340.00
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2. Indirect Cost Distribution Base. The Distribution Base above is (check one):

- ☐ direct salary/wages and fringe benefits
☐ modified total direct costs
☒ other direct cost Base

If other direct cost Base, identify: Salary/Wages

The indirect cost rate is (check one):

- ☒ **Predetermined Rate**— an indirect rate that is negotiated between the Performing Party and its federal cognizant agency and supported by a current Negotiated Indirect Cost Rate Agreement (NICRA) letter. A Predetermined Rate is not subject to adjustment except as provided by 2 Code of Federal Regulations (CFR) § 200.411.
- ☐ **De Minimis Rate**— if Performing Party does not have a current negotiated indirect rate, Performing Party may use a standard rate of 15 percent of Modified Total Direct Costs (MTDC) in lieu of determining the actual indirect costs of the service. Costs must be consistently charged as either indirect or direct costs.
- ☐ **Partial Reimbursement Rate**— a reimbursement rate agreed to between TCEQ and Performing Party that is less than the rate authorized under TxGMS or, where applicable, 2 CFR Part 200. Performing Party contributes all of its unreimbursed indirect costs to the successful performance of the project or projects funded under this Contract, in accordance with Article 9 of this section. [If this is a Partial Provisional Rate, include the following language: "This is a Partial Provisional Rate. Any adjustment is subject to the requirements of Article 9 of this section; however, no adjustment will be made unless the finally determined actual indirect costs are lower than the Partial Indirect Cost reimbursement made under the Contract."]
- ☐ **Other:** [Examples: De Minimis Rate with a base of direct salary and wages (less than or equal to actual indirect costs) or Provisional Rate. If this is a Provisional Rate, include the following language: Provisional Rate: The subsequent adjustment of the indirect cost rate is subject to the requirements of Article 9 of this section.]
3. **Other.** If Budget Category "Other" is greater than \$25,000 or more than 10% of budget total, identify the main constituents:
N/A
4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
5. **Budget Categories.** The Budget Categories above are representative of the items of cost found in TxGMS and 2 CFR Part 200, and have the definitions, requirements, and limitations found therein. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control.**
- a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved cost budget categories so long as cumulative transfers from cost budget categories during the Contract Period do not exceed ten percent (10%) of the total budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon acknowledgement by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.
- b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from cost budget categories of funds greater than 10% of the total budget during the Contract Period.

- c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.
 - d. If a transfer between approved cost budget categories results in a change in the total reimbursable indirect cost amount, the change in the reimbursable indirect cost amount is subject to the requirements of this Budget Control clause and must be documented in the BRR or an amendment, as applicable. The Performing Party may elect to reduce the reimbursable indirect cost amount below its total indirect costs to meet the requirements of this Budget Control clause.
7. **Invoice Submittal.** All invoices must be submitted in a format that clearly shows how the budget control requirement is being met. Unless otherwise stipulated in the Contract, invoices, including the Financial Status Report (or if allowed specifically in the Contract, substitute form(s)), must be submitted to the individual named in the Notices, Project Representatives and Records Location document at the following intervals.
- ☐ Monthly ☒ Quarterly
- Invoices shall be submitted within ☒ 30 days ☐ 45 days of the end of the interval checked above.
- Final invoices shall be submitted within forty-five (45) calendar days after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.
8. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.
9. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under TxGMS or, where applicable, 2 CFR Part 200. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of the project(s) funded under this Contract, and waives any right it may have to reimbursement of those costs. Performing Party must fund all unreimbursed indirect costs from sources that may be properly used to fund such unreimbursed costs (e.g., unrestricted funds). Performing Party must not charge unreimbursed indirect costs to a different state or federal grant without each grantor's written permission.
- a. If this Contract requires matching funds, Performing Party may, with written TCEQ approval (and federal awarding agency approval if the match is required by a federal grant), claim its unreimbursed indirect costs as part or all of its match.

NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION

CONTRACT NO. 582-26-00108 PROJECT COASTAL BEND COUNCIL OF GOVERNMENTS

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 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)**

Valarie Campbell
Contract Manager
Texas Commission on Environmental
Quality
P.O. Box 13087, MC-141
Austin, Texas 78711-3087
Phone: (512) 239-1532
Email: Valarie.campbell@tceq.texas.gov

**TCEQ Project Manager
(for Technical Matters)**

Savannah Hernandez
Project Manager
Texas Commission on Environmental
Quality
P.O. Box 13087, MC-203
Austin, Texas 78711-3087
Phone: (512) 239-1775
Email: savannah.hernandez@tceq.texas.gov

4. **Performing Party Representatives**

**Contract Manager
(for Contractual Matters)**

Salvador Ochoa
Environmental Planning Program Manager
Coastal Bend Council of Governments
2910 Leopard Street
Corpus Christi, TX, 78408-3614
Phone: (361) 232-5096
Email: sochoa@coastalbendcog.org

**Senior Research Scientist
(for Technical Matters)**

N/A

5. **Invoice Submittal.** Invoices must be submitted electronically to the TCEQ Contract Manager at WOPDInv@tceq.texas.gov and must cc the TCEQ Project Manager. Invoices submitted by mail must be addressed to the TCEQ Contract Manager.
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:

Coastal Bend Council of Governments
2910 Leopard St
Corpus Christi, TX, 78408-3614

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 Coastal Bend Council of Governments (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 582-26-00108 (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

Purpose: To document Performing Party's proposed budget changes where the budget total does not change. Any budget transfers that cumulatively exceed 10% of the total budget (from original contract or most recent amendment) require TCEQ's prior approval.

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

1. Performing Party Name & Complete Address Including Zip Code:

2. Grant/ Contract Title: 582-26-00108

3. Performing Party ID No.:

4. TCEQ Contract No. or PGA/Work Order No.:

5. Total Contract or PGA/WO Period:

6. Budget Categories:	7. Most Recently Approved Budget (from original contract or most recent amendment)	8. Cumulative (+ or -) Change including this BRR since most recent budget in column 7)	9. New or Revised Budget after this BRR
a. Personnel/Salaries			
b. Fringe Benefits			
c. Travel			
d. Supplies			
e. Equipment			
f. Contractual			
g. Construction			
h. Other			
i. Total Direct Costs (sum a - h)			
j. *Indirect Costs for reimbursement (____ % x \$ ____ [Base])			

- ☐ Check here if the dollar amount for indirect costs for reimbursement is changed in this BRR.
☐ Check here if the amount requested for reimbursement is lower than the total allowable indirect costs.
☐ Check here if the indirect cost rate for reimbursement is changed in this BRR.

Reason for indirect cost rate change:

- ☐ Change in NICRA (attach NICRA)
☐ Other (explain):

Note: Performing Party agrees it will cover any unreimbursed indirect costs using funds allowed to be used for that purpose (e.g., unrestricted funds; note that federal funds for other projects are generally not available for this purpose).

k. Total (sum i & j)

l. Number of BRRs for this project (including this one)

Justification (Attach additional sheets, if necessary. If change is due to an updated indirect cost rate, attach NICRA letter):

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

Signature of Performing Party's Representative _____ Date _____

Type or Printed Name and Title

Acknowledged:

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:
Personnel Eligibility List

(Must be returned per the General Term and Condition titled *Personnel Eligibility List (PEL)*)

Contract Name: Coastal Bend Council
of Governments
Agenda Packet Page 74

Texas Commission on Environmental Quality

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Contract Name: Coastal Bend Council
of Governments
Agenda Packet Page 74

Contract Name: Coastal Bend Council
of Governments
Agenda Packet Page 74

Attachment D:
Level-of-Effort Certification

(Certification(s) must be returned with each invoice per the General Term and Condition titled *Level-of-Effort Certification (LEC)*)

Level-of-Effort Certification

[Month] 20[XX]

Employee Name: [Name]

Project	Actual Activities Performed	Activity for Which Employee was Compensated (% of Total Hours Worked)
TCEQ Contract Nos.		
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
Other Projects (Not Related to TCEQ Contracts/Grants)		X %

The information listed above is true and correct. TCEQ may request additional information.

Employee Name

Supervisor Name

Employee Signature

Supervisor Signature

Date

Date

Attachment E: Performance Evaluation Report

PERFORMING PARTY PERFORMANCE EVALUATION REPORT

Contract Number: 582-26-00108

☐ Final Report (Check only if the Agreement has ended and this is the last Performance Report)

Report No: _____

Performing Party: _____

Project Name (if applicable): _____

Date of Last Report: _____

Brief Description of Work / Services (optional): _____

Today's Date: _____

Evaluation Period: From: _____ to: _____

Contract No. /Purchase Order No. : _____

Phase (if applicable): _____

Date of Program's Last Site Visit (if applicable): _____

Performance Category	Ratings				Comments
	<u>Exceeds Expectations</u> Score=3	<u>Satisfactory Performance</u> Score=2	<u>Marginal Performance</u> Score=1	<u>Unsatisfactory Performance</u> Score=0	
Quality & Accuracy					Please provide a narrative description for ratings of <u>one</u> or below (attachments are acceptable.)
Timeliness					
Reports					
HUB (for Quarterly Reporting, complete this portion only and return)					
Communication					
Cost Control					
Technology					
Other (describe)*					

Evaluator's Name: _____

Signature (Printed or Typed): _____

Division: _____

Section: _____

**Requires an attachment describing category and rating description which corresponds.*

Note: Please see reverse side for specific definitions for each performance category and an explanation for each score.

PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT - Category Descriptions

PERFORMANCE CATEGORY	<u>EXCEEDS EXPECTATIONS</u> (Score = 3)	<u>SATISFACTORY PERFORMANCE</u> (Score = 2)	<u>MARGINAL PERFORMANCE</u> (Score = 1)	<u>UNSATISFACTORY PERFORMANCE</u> (Score = 0)
1. <u>Quality and Accuracy</u> Quality, sufficiency, and accuracy of contract-required work, including work or tasks performed by subcontractors	Work product always, with rare exceptions, of excellent quality. Revisions rarely or never required.	Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request.	Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable.	Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected.
2. <u>Timeliness</u> Timeliness with respect to completing Contract-required work and/or work-related tasks, including work performed by subcontractors	All tasks and Contract deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line.	Some intermediate task delays, not expected to cause major deadlines to be missed or to require Contract extension. Prior approval granted for any other delays.	Some major work performance delays caused (or expected to cause) delivery schedules to be missed.	Required work product not completed on time, due to factors that should have been under the Performing Party's control.
3. <u>Reports</u> Accuracy, adequacy, and timeliness of Contract-required activity/progress reports, notifications, financial reports, invoices, pay requests and other required documents, excluding HUB reports	All reports accurate and complete, as well as on time. No rewrites or additional information required.	Reports satisfactory with respect to both quality and timeliness. The Performing Party responded quickly and appropriately to questions or comments raised.	Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports not later than 5 working days.	Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late.
FOR HUB PROGRAM USE ONLY:				
4. <u>HUB and/or DBE/MBE/WBE*</u> Performing Party's achievement of (or continued responsiveness toward) Contract-contained HUB Subcontracting Plan (HSP) and/or Good Faith Effort (GFE) requirements, including timely and accurate submittal of Contract-required HUB related reports. *When the term HUB is used, include evaluation of Performing Party's performance of DBE/MBE/WBE requirements.	The Performing Party consistently meets or exceeds the HSP and/or GFE requirements. All reports accurate and complete, as well as on time. No rewrites or additional information required.	The Performing Party satisfactorily meets the HSP and/or GFE requirements. Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.	The Performing Party's marginally meets the HSP and/or GFE requirements. Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports frequently late.	The Performing Party did not adequately meet the HSP and/or GFE requirements. Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports habitually late.
5. <u>Communication</u> The Performing Party's accessibility, responsiveness, and cooperativeness with respect to any Contract-related concerns communicated by the Contract Manager; plus the Performing Party's demonstrated relationship with subcontractors	The Performing Party consistently maintains excellent standing with subcontractors, including timely payments. Works as a team member and is flexible and responsive to changes in circumstances or scope of work.	The Performing Party is usually flexible and responsive to changes in circumstances or scope of work. Generally maintains good standing with subs, and ensures that they are paid promptly.	The Performing Party is only intermittently responsive to changes in Contract scope or other circumstances. Marginal team player. Failed to make timely payments to subs on one or two occasions.	Not flexible to changes in scope or other circumstances. Not cooperative or accessible. Failed to maintain good standing with subs and failed to make payments on more than two occasions.

<p>6. <u>Cost Control</u> The Performing Party's ability to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p> <p>*Do not include consideration of Contract or Work Order budget amount changes requested or caused by TCEQ.</p>	<p>The Performing Party took strong initiative to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>	<p>The Performing Party observed current cost levels; compared them with Contract or Work Order budget, as applicable; and instituted corrective action to keep cost within budget.</p>	<p>The Performing Party sometimes failed to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>	<p>The Performing Party failed to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>
<p>7. <u>Technology</u> The Performing Party's demonstrated technical competence and/or expertise (including competence and expertise of subcontractors); plus the Performing Party's innovativeness and willingness to apply, within the limitations of the Contract, new techniques or technologies</p>	<p>The Performing is comfortable with and applies current proven technology. Is familiar with, and willing to use, latest techniques and solutions where such are appropriate.</p>	<p>The Performing Party is capable of applying current proven technology. Is aware of, but not experienced in the use of latest techniques and solutions.</p>	<p>The Performing Party usually uses more basic technology to solve Contract problems. Is aware of, but has little or no experience in the use of more current proven techniques and solutions.</p>	<p>The Performing Party can only apply basic technology to tasks. Requires direction concerning appropriate technology and solutions.</p>
<p>8. <u>Other</u> DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>

TCEQ-20979 (Rev. 12/15/2023)

**Attachment F:
Financial Status Report (FSR)**

Texas Commission on Environmental Quality

Financial Status Report

Grant/Contract Title				
Contract Number	582- 26-00108			
Work Order or PGA #, if applicable	582-			
Performing Party Name and Address				
Performing Party ID Number				
Report Type	<input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Final			
Period Covered by This Report	From _____ To _____			
Total Contract Period	From _____ To _____			
Budget Categories*	Approved Budget	This Report Period	Cumulative Contract Dollars Expended	Remaining Balance
a. Salary/Wages**				
b. Fringe Benefits				
c. Travel**				
d. Supplies**				
e. Equipment**				
f. Contractual**				
g. Construction**				
h. Other**				
i. Total Direct Costs (sum a. – h.)				
j. Indirect Cost (____% x \$_____ (Base)				
k. Other In-Kind Cost				
l. Total Project Cost (i. + j. + k.)				
m. Recipient Share of Expenditures (if req'd.) ____%				
n. TCEQ Reimbursement Amount (l. – m.)				
<p>*Budget categories may not contain negative amounts.</p> <p>**Itemize all component expenditures comprising the total for each of these categories on the attached supplemental forms. Attach substantiating documentation, as required.</p>				

Texas Commission on Environmental Quality

Financial Status Report

CERTIFICATION: By signing this report, I certify that I am authorized to legally bind the Performing Party named above.

I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, and state law).

*If using an electronic signature instead of a typed signature, please complete the entire application before signing electronically. The ability to edit, add, or remove information will not be available after the application is electronically signed.

Signature of Authorized Certifying Official	
Typed or Printed Name	
Title of Authorized Certifying Official	
Telephone (area code, number, ext.)	ext.
Date Submitted	

Supplemental Forms

Substantiating Documentation (travel receipts, invoices, etc.) must be attached to this form; see Preparation Instructions. All documentation must be legible. Add more rows as necessary.

Salary/Wage and Fringe Expenditures during this report period

All employees must be listed on a PEL associated with the invoicing period. An updated PEL is required when employment status changes.			
A. Salary/Wages			
Employee Name	Title/Position	Salary (this period)	Task Number(s) (If none specified, Description of Task)
Total Salary/Wage Expenditures (must agree with line a.)			
B. Fringe (____%, if specified in contract)			
Total Fringe Benefits for the reporting period (must agree with line b.)			
Total Salary/Wage Expenditures & Fringe Benefits			

Travel Expenditures during this report period

Employee	Date(s) of Travel	Destination and Purpose	Meals	Lodging	Transportation	Other (provide description)	Task Number(s) (If none specified, Description of Task)
Total Travel Expenditures (must agree with line c.)							

Supplemental Forms

Substantiating Documentation (travel receipts, invoices, etc.) must be attached to this form; see Preparation Instructions. All documentation must be legible. Add more rows as necessary.

Supplies Purchased during this report period

Item Description	Unit Cost	Number Purchased	Total Cost	Task Number(s) (If none specified, Description of Task)
Total Supply Expenditures (must agree with line d.)				

Equipment Purchased during this report period

Item Description (must match description provided for approval)	Serial Number or other ID Number	Unit Cost	Number Purchased	Total Cost	Task Number(s) (If none specified, Description of Task)
Total Equipment Expenditures (must agree with line e.)					

Contractual Expenditures during this report period

Subcontractor(s)	Activity/Purpose	Date(s) Performed	Cost (this period)	Task Number(s) (If none specified, Description of Task)
Total Contractual Expenditures (must agree with line f.)				

Supplemental Forms

Substantiating Documentation (travel receipts, invoices, etc.) must be attached to this form; see Preparation Instructions. All documentation must be legible. Add more rows as necessary.

Construction Expenditures during this report period

Description	Activity/Purpose	Cost (this period)	Task Number(s) (If none specified, Description of Task)
Total Construction Expenditures (must agree with line g.)			

Other Expenditures during this report period including Expenditures by Subgrantees

Description and/or Subgrantee(s)	Activity/Purpose/Quantity	Cost (this period)	Task Number(s) (If none specified, Description of Task)
Total Other Expenditures (must agree with line h.)			

Other In-Kind Contributions during this report period

Description and/or Subgrantee(s)	Activity/Purpose/Quantity	Cost (this period)	Task Number(s) (If none specified, Description of Task)
Total Other Expenditures (must agree with line h.)			

Financial Status Report Preparation Instructions

1. The Performing Party, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit a completed, legible, TCEQ Financial Status Report ("FSR", TCEQ Form 20248) and provide any required receipts or documentation.
2. The FSR must be submitted as directed under the Contract (monthly, quarterly, etc.) and meet any contractual time periods and deadlines.
3. An FSR is required even if no expenses were incurred during the report period.
4. **Salary/Wage Expenditures:** Unless otherwise specified in the Contract, the Performing Party does not need to attach timesheets to the FSR. The Performing Party is, however, expected to maintain such documentation that can serve to verify the total, overall hours of staff time being directly billed to this Contract. The Performing Party must provide a Level-of-Effort Certification for each salaried employee performing work under this Contract, where costs are determined based on percentage of the employee's time performing activities; unless, in accordance with the Contract and its General Terms and Conditions, TCEQ has approved another method of documentation.
5. **Travel Expenditures:** Unless otherwise specified in the Contract, the Performing Party must attach documentation that substantiates travel-related costs such as legible copies of Performing Party-approved travel vouchers signed by the employee who traveled; receipts showing the traveler's name, travel location, and travel dates; and itemized receipts for meals, lodging, and transportation.
6. **Supplies:** Unless otherwise specified in the Contract, for any single item costing more than \$500, the Performing Party must attach documentation that identifies the good, the vendor or subcontractor who provided the good, and reflects the reimbursable amount listed on this form. Preferred documentation includes receipts, purchase orders, and/or invoices showing "received/paid". The Performing Party may not intentionally break up orders for the purpose of avoiding a requirement to provide confirming documentation.
7. **Equipment Expenditures:** TCEQ may disallow the cost of equipment purchased without prior approval. Performing Party must attach documentation that identifies the specific piece of equipment received, the serial or other identification number, the vendor who provided the equipment, and reflects the reimbursable amount listed on this form. The documentation must be either a purchase order marked "received/paid" or a vendor-provided invoice or receipt similarly showing that the expense was both paid by the Performing Party and is now in the Performing Party's possession.
8. **Contractual Expenditures:** Performing Party must attach documentation reflecting the contractual expenditure that identifies the services received, the subcontractor who provided the services, and reflects the reimbursable amount listed on this form. Documentation reflecting the contractual expenditure must include a dated invoice, purchase order, or receipt that shows the amount billed to and paid by the Performing Party and any "past due" amount from previous invoices.
9. **Construction:** Performing Party must attach documentation that demonstrates its expenditures toward completion of the Task associated, including any schedule of values or other estimates related to the work completed.
10. **Other Expenditures:** Unless otherwise specified in the Contract, for any subaward, single item, or service costing more than \$500, the Performing Party must attach documentation that identifies the good or service, any subgrantee that performed work, and reflects the reimbursable amount listed on this form. Preferred documentation includes receipts, purchase orders and/or invoices showing "received/paid," documentation demonstrating expenditures towards completion of the Task associated, and for expenditures by subgrantees, documentation sufficient for verifying completion of the Task or objective associated with an expenditure including documentation otherwise required under a deliverable. The Performing Party and any subgrantee may not intentionally break up orders for the purpose of avoiding a requirement to provide confirming documentation.

11. **Other In-Kind Contributions:** In-kind, donated goods/equipment, or volunteer services may be recorded as contributing towards the cost-share or matching share only. These costs may not be reimbursed by TCEQ. The Performing Party must follow [2 CFR 200.306](#) for valuing and documenting these amounts.
12. A single expenditure may support more than one task or objective. The Performing Party may list multiple tasks or objectives supported.



Coastal Bend Council of Governments

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments

FROM: Mary Z. Afuso, Director of Planning and Economic Development

DATE: September 25, 2025

SUBJECT: Approval to enter into contract with Ardurra Group, Inc.

Summary: CBCOG will enter into a contract with Ardurra Group engineering to conduct Wastewater Facility Assessments.

Background: Coastal Bend Council of Governments is under contract with the Harte Research Institute to assist with the Clean Coast Texas Grant awarded to TAMUCC by the General Land Office. Many rural wastewater treatment plants cannot get the improvement funding they need because the grants require an assessment stamped by a licensed engineer. The Clean Coast Texas grant set aside funds to procure engineering assessments. CBCOG is tasked with contracting engineering assessments for up to five (5) rural wastewater treatment plants.

CBCOG issued an RFQ for engineering firms to conduct the assessment. Three companies responded. A committee selected Ardurra Group as the most qualified.

Financial Impact: Wastewater Assessments: not to exceed \$150,000.00.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 2: Strengthen Resilient Infrastructure Investments;

Staff Recommendation: It's the staff's recommendation to allow the Executive Director to enter into a contract with Ardurra Group to conduct the assessments.

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4123

**A RESOLUTION FOR COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG)
TO ENTER INTO AGREEMENT WITH ARDURRA GROUP, INC FOR
WASTEWATER TREATMENT PLANT ASSESSMENTS NOT TO EXCEED \$150,000.**

WHEREAS, CBCOG and Texas A&M Corpus Christi (TAMUCC) entered into an agreement for CBCOG to provide engineering assessments to up to five (5) wastewater treatment plants on December 4, 2024 as a subcontractor to the Clean Coast Texas grant awarded to TAMUCC by the General Land Office (GLO); and

WHEREAS, the partnership described herein aligns directly with the CEDS Goal 2: Strengthen Resilient Infrastructure Investments adopted by this Board during the October 2021 meeting; and

WHEREAS, wastewater treatment plant assessments must be stamped by an engineer licensed in the State of Texas; and

WHEREAS, CBCOG issued an RFP for engineering services in accordance with CBCOG procurement policy as well as GLO procurement policy; and

WHEREAS, Ardurra Group, Inc was selected as the most qualified to offer services; and

WHEREAS, the proposed contract is attached to this resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments gives the Executive Director authority to enter into a contract with Ardurra Group, Inc.

Duly adopted at a meeting of the Coastal Bend Council of Governments on this 25th day of September, 2025.

Judge George P. "Trace" Morrill, III, Chairman

ATTEST:

Mr. Peter Collins, Secretary



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of _____, 2025 ("Effective Date") between Coastal Bend Council of Governments ("Client") and **Ardurra Group, Inc.** ("Consultant") to provide professional services to Client in support of Engineering Assessments for Wastewater Treatment Facilities ("Project"). Consultant's services under this Agreement are described in the Consultant's proposal provided in Appendix A to this Agreement ("Services"). The Owner of the Project, if not the Client, [N/A].

- 1.01 *Basic Agreement and Period of Service:* Consultant shall perform the Services set forth in this Agreement. If agreed by the parties, Consultant shall furnish services in addition to those set forth above ("Additional Services"). Consultant shall complete its Services within the time period specified in Appendix A. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time. If such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- 2.01 *Invoicing & Payment:* Consultant may submit its invoices monthly. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then Consultant may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Consultant has been paid in full all amounts due. Plans, interim or final documents, reports and attendance at meetings will not be provided unless payment is current. If Consultant is performing services for the Client under multiple agreements, payments must be kept current on all agreements for Services to continue. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered, Consultant shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees and costs.
- 2.02 *Basis of Payment—Lump Sum with Progress or Milestone Payments*
 - A. Client shall pay Consultant for Services as follows:
 1. A lump sum amount of **\$150,000** for up to five (5) Wastewater Treatment Facilities Assessments.
 - B. Consultant's invoices will be based upon the estimated percentage of Services completed during the billing period, or upon mutually agreed milestone payments described in Appendix A.
- 2.03 *Additional Services:* For Additional Services, Client shall pay Consultant either: i) a lump-sum amount agreed by the parties payable in amounts based upon Consultant's estimate of the percentage of such Additional Services completed during the billing period or upon mutually agreed milestones; or ii) an amount equal to the time charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates in Appendix A for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and subconsultants' charges.
- 3.01 *Client's Responsibilities*
 - A. Client shall provide available information to Consultant regarding the requirements for the Project. Consultant is entitled to rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by Consultant, Client will arrange access to and make provisions for Consultant to enter upon public and private property as required for Consultant to perform Services under this Agreement.
 - B. Client shall designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services.



- C. Client is alone responsible for payment to Consultant under this Agreement and such duty to pay Consultant shall not be subject to any third party agreement.
- D. If Client designates a construction manager, agent, or an individual or entity to represent Client at the Project site and coordinate the Project, Client will define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant, but Owner remains responsible for such manager, agent, Individual, or other.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause, by either party, upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Failure to pay Consultant is a substantial failure to perform and a basis for termination.
 - 2. By Consultant:
 - a. upon seven (7) days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - b. upon seven (7) days written notice if the Consultant's Services are delayed for more than ninety (90) days for reasons beyond Consultant's control.Consultant shall have no liability to Client on account of a termination for cause by Consultant.
 - 3. By either party, for convenience, upon thirty days written notice to the other party.
- B. This Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1 or 4.01.A.2 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. Notwithstanding the foregoing, Client's failure to compensate Consultant shall not be subject to this Paragraph 4.01.B.
- C. In the event of any termination under Paragraph 4.01, Client will compensate Consultant for all Services and Additional Services performed, plus reimbursement of expenses incurred through and including the effective date of termination in connection with providing the Services and Additional Services.
- D. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

5.01 Successors, Assigns, and Beneficiaries

- A. Client and Consultant and their respective successors, executors, administrators, and legal representatives (and to the extent permitted by Paragraph 5.01.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations herein.
- B. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party or to a parent, subsidiary or affiliate as part of any internal reorganization.



- C. Nothing herein shall be construed to create, impose, or give rise to any duty owed by either party to any third party including any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the parties and not for the benefit of any other.

6.01 *Standards; Services; Insurance; Indemnity; Damages*

A. Standard of Care; Consultant's Performance:

1. The standard of care for all Services performed or furnished by Consultant will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services. Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Consultant shall not at any time supervise, direct, control, or have authority over any party's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any party, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a party to comply with laws and regulations applicable to such party's furnishing and performing of its work. Consultant neither guarantees the performance of any party nor assumes responsibility for any party's work.
2. Any opinion offered by Consultant of probable construction cost is made based on Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Consultant shall not be responsible for any decision made regarding construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
3. Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services. A "Constituent of Concern" means asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq. ("TSCA"); (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- B. Insurance: Consultant shall secure and maintain, at its own expense, Workers' Compensation insurance coverage for its employees performing the Work in accordance with statutory limits applicable to the State wherein the Work is completed. Consultant shall also procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the limits and coverages specified below:



1. General Liability coverage of \$1,000,000 per occurrence, and \$2,000,000 in aggregate. General Liability coverage shall include broad-form contractual liability, personal injury, death, damage to property, and destruction of property.
2. Automobile Liability coverage of \$1,000,000.
3. Professional Liability coverage of \$1,000,000 per claim and \$1,000,000 in aggregate.

Certificates of insurance will be furnished to Client upon request.

- C. Indemnification: To the fullest extent permitted by law, Consultant and Client each agree to indemnify and hold harmless each other from all claims, lawsuits, or legal actions that arise out of, pertain to, or relate to damages, losses, personal injuries, death and property liability to the extent caused by the negligence or willful misconduct of the indemnifying party, its contracted parties, representatives, agents and employees. In no event shall either party indemnify the other party for the other party's own errors, omissions, negligence, willful misconduct, or fault.
- D. Limit of Liability: To the fullest extent permitted by law, Client and Consultant agree that Consultant's total liability to Client under this Agreement shall be limited to the lesser of 1) the total amount of compensation received by Consultant, or 2) the limits of applicable insurance coverages described in Paragraph 6.01.B above.
- E. Consequential Damages. Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

7.01 Documents

- A. Ownership: All documents, data, and professional work product (collectively "Documents") prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such Documents. Consultant grants Client a limited license to use the Documents on and for the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment for Services and Additional Services, and subject to: 1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; 2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; 3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and 4) such limited license to Client shall not create any rights in third parties.
- B. Electronic Transmittal: Consultant may, upon Client's request and upon Consultant's receipt of disclaimers or other agreements required by Consultant, provide or grant access to Documents to Client's agents, representatives, or third parties ("Recipients"). No warranty, either expressed or implied, is made by Consultant to Recipients regarding the accuracy or reliability of these documents. Consultant reserves the right to revise, update and improve its electronically stored documents without notice and assumes no responsibility for any damages which may arise as a result of the intended and continued use of this information by Consultant. Use of the Documents by Recipients is subject to the following limitations: 1) Recipients agree to verify the data and to ascertain its accuracy for the intended use; 2) Consultant assumes no responsibility for damages caused by the installation or use of Documents; and 3) Consultant makes no



representations as to compatibility, usability, or readability of the Documents resulting from the Recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Documents.

8.01 *Resolution of Disputes; Governing Law*

- A. If the parties fail to resolve a dispute through negotiated reconciliation by senior executives of the parties, Consultant and Client agree that they shall first submit all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mutually-agreeable mediator. Client and Consultant agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. This Agreement is to be governed by the law of the state in which the Project is located. In the event of any litigation between the parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

9.01 *Other Agreements*

- A. Neither party shall be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of third-parties, vandalism, or other similar causes that are beyond its control. Client's failure to compensate Consultant as required in this Agreement shall not be subject to this Paragraph 9.01.A.
- B. If any provision of this Agreement is held to be void, illegal or unenforceable, then (a) it is severed and the rest of this Agreement remains in force, and (b) the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties' original intent.
- C. All section and article headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom. Wherever required by the context, any gender or neuter shall include the other gender or neuter, the singular shall include the plural, and the plural shall include the singular. Each defined term herein shall be used in its singular or plural form whether or not so defined.
- D. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either party hereto. Consultant's Services under this Agreement are on behalf of and solely for the benefit and exclusive use of the Client for the limited purposes of this Agreement and no person or other. The Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by Consultant hereunder, the Client shall only seek recourse against Consultant and hereby expressly waives any and all right to pursue a claim against Consultant's individual officers, directors, or employees.
- E. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.
- F. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly and mutually executed written instrument.



The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[signatures to this Agreement on the following page]



IN WITNESS WHEREOF, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Agreement.

Consultant: Ardurra Group, Inc.

CLIENT: Coastal Bend Council of Governments

Signature

Robert M. Viera, P.E.

Name

Managing Principal

Title

Signature

Name

Title



APPENDIX A – GENERAL DESCRIPTION OF SERVICES / SCHEDULE

The development of engineering feasibility reports prepared by an engineer registered in Texas to support funding applications for Wastewater Treatment Facilities (WWTF) Improvements.

Provide services including, but not limited to:

1. Conducting comprehensive on-site assessments of WWTFs, encompassing all treatment processes and facility systems, potentially including wastewater collection/sanitary sewer systems.
2. Collecting and compiling detailed equipment data, including age, condition, manufacturer specifications, and maintenance history.
3. Evaluating process capacity and equipment performance relative to current and projected demand.
4. Reviewing and documenting existing operational procedures and identifying areas for improvement.
5. Preparing detailed technical reports summarizing findings, prioritized recommendations, and cost estimates.
6. Assisting in aligning assessment data with the technical requirements of targeted funding programs (e.g., TWDB, USDA, Clean Coast Texas).



Coastal Bend Council of Governments

MEMORANDUM

To: Board Members of the Coastal Bend Council of Governments

From: Noel Esquivel, 911 Program Director

Date: September 25, 2025

Subject: New 911 Activity Request

Background: CBCOG (Coastal Bend Council of Governments) provides services through state funds

Summary: CBCOG plans to submit an amendment to the CSEC (Commission on State Emergency Communications) on a request for new activity utilizing fiscal year 2025 funds in an effort to spend down for new activity. CBCOG has reviewed and chosen SecuLore utilizing the Co-OP HGACBuy as companies on HGACBuy are pre-approved through their vetting process. SecuLore specializes in providing cybersecurity solutions tailored specifically for Public Safety Answering Points (PSAPs). Recognizing that these critical 911 centers are prime targets for cyberattacks, SecuLore offers a range of services designed to protect essential networks and data.

Financial Impact: Not to exceed \$121,177.25. This amount includes several one-time costs and annual fees. Total annual fees would be \$108,737 out of the \$121,177.25

Comprehensive Economic Development Strategy Goal or Objective:

Goal 2 (Strengthen Resilient Infrastructure Investments)
Goal 4 (Support Community Well-Being)

Staff Recommendation: It is the staff's recommendation to approve submission of the application.

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4124

A RESOLUTION APPROVING THE COASTAL BEND COUNCIL OF GOVERNMENTS TO SIGN A CONTRACT FOR SERVICES FROM SECULORE TO BE AN APPROVED ACTIVITY IN THE 2025 FISCAL YEAR STRATEGIC PLAN TO COMMISSION ON STATE EMERGENCY COMMUNICATIONS (CSEC) NOT TO EXCEED \$121,177.25.

WHEREAS, the Coastal Bend Council of Governments (CBCOG) finds it in the best interest of the citizens of the 11-county CBCOG region and its 17 PSAPs (Public Safety Answering Point(s)) under the 911 administration; and

WHEREAS, the internal financial procedures requires a resolution above \$50,000 stating that CBCOG agrees to the terms of the contract as stated. CBCOG designates the CBCOG Executive Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the contract and its current activity on behalf of the applicant agency; and

NOW THEREFORE, BE IT RESOLVED, that the CBCOG approves submission of the signed contract for the services as stated from Seculore for Coastal Bend Council of Governments.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 25th day of September 2025.

Judge George P. "Trace" Morrill, III, Chairman

ATTEST:

Mr. Peter Collins, Secretary

SecuLore Solutions
 25 Sundial Avenue, Suite 505
 Manchester, NH 03103

HGACBuy QUOTE

Date	Expires
7/11/2025	8/29/2025

Customer
 Coastal Bend Council of Governments CBCOG
 2910 Leopard St, Corpus Christi, TX 78408

End User
 Coastal Bend Council of Governments CBCOG
 Noel Esquivel
 noel@coastalbendcog.org
 361-883-5743 x5157

Quote # Q-SEC-2025-CBCOG- CB + CSM + 1 + IR- HGAC_BD

Customer Requirements:

SecuLore is providing a quote for Coastal Bend Council of Governments
 2 Year of Service for CyberSight Signature for 2 networks with monthly reporting
 1 CyberBenchmark-FREE
 Incident Response Creation Plan
 3% discount for multi-year contract

Item	Description	Units	A/M	Term	Rate	Discounted Rate	Amount
CSM-HG	SecuLore CyberSight™ - Signature -12 months CyberSight Service -24x7x365 Cybersecurity Monitoring -Unlimited devices monitored per physical segment -SOC Cyber Team Threat Analysts -Forensic Event Logging -Monthly Reports -Prioritized Action Items -Nationwide Public Safety Cyber Threat Awareness -Dedicated SOC Analyst with optional monthly meeting -Ongoing Incident Escalation and Response	1	Annual	2	\$ 32,300	\$31,331.00	\$ 62,662.00
CSM-A-HG	SecuLore CyberSight™ - Signature Additional Monitoring -12 months CyberSight Service -24x7x365 Cybersecurity Monitoring -Unlimited devices monitored per physical segment -SOC Cyber Team Threat Analysts -Forensic Event Logging -Prioritized Action Items -Nationwide Public Safety Cyber Threat Awareness -Dedicated SOC Analyst with optional monthly meeting -Ongoing Incident Escalation and Response -Analysis of data from additional network segment will be included in the report prepared for the primary segment monitored at a monthly cadence	1	Annual	2	\$ 23,750	\$23,037.50	\$ 46,075.00
IRP-HG	Cyber Incident Response Plan -SecuLore's Professional Services Team will Create a Comprehensive Cyber Incident Response Plan Based on FCC, DHS & NIST Guidelines -Customized for your Network and Organizational Structure	1	Overtime	1	\$12,825	\$12,440.25	\$ 12,440.25
CB-HG	SecuLore CyberBenchmark -Specialized Cybersecurity Assessment -Utilizes proprietary hardware -IP Traffic Analysis Report -Network Vulnerability Report -Network Architecture Review -Prioritized Remediation Plan -Cyber-Incident Response Plan -Key Policy Documents	1	Overtime	1	\$ 17,100	\$0.00	\$ -
CB-A-HG	SecuLore CyberBenchmark Add-On -Additional Data Capture -Analysis of data from one additional capture point beyond scope of base CyberBenchmark process	1	Overtime	1	\$ 3,325	\$0.00	\$ -
					\$145,350.00		
					Savings of \$24,172.80	Subtotal with Discounts	\$121,177.25
v 02.05.25					All prices USD	Total	\$121,177.25

Notes:

1. A unit (physical or virtual) is required per segment to be monitored.
2. If you want to add additional segments at same or new location, please contact your Account Manager.
3. Customer is responsible for installation of DSP units with remote assistance from SecuLore.
4. At Termination of service Customer is responsible returning SecuLore physical devices within 30 days.
If not returned, Customer will be invoiced \$2,000.00 US per device.

Thank you for the opportunity to serve and earn your business.



Cyber Benchmark

Cyber Vulnerability Assessment & Prioritization

Enhance your security readiness and minimize the risk of a breach by gaining a clear understanding of the real areas of vulnerability within your network.



What Can I Expect During an Assessment?

We Get to Know You & Your Network

Through an initial consultation SecuLore gains baseline information on your network architecture and cybersecurity goals, to better customize the CyberBenchmark to fit your organization's needs.



We Passively Collect Network Data for 1 week

SecuLore staff, your Dealer/Reseller, or your own IT staff will install our proprietary network device on your network. It's an agentless installation that takes just minutes. This device will capture 1 week of raw network data for forensic analysis. This data is central to how we approach your risk assessment and remediation recommendations.



We Perform An In-Depth Analysis

SecuLore's step by step analytical process follows industry best practices and continually evolves to include the latest threat detection techniques.



Real Data Capture From Your Network

Unlike other cybersecurity companies, our assessments and recommendations are based on real data from your network in addition to our years of experience.

Actionable Data & Recommendations

Your organization will receive detailed resources and knowledge to better understand your network's vulnerabilities. Based on FCC, APCO, DHS, NIST and NENA Best Practices.

Master IP Address List

This is critical for inventorying all IT assets on a network, including potential hidden or unauthorized ones, and helping each organization understand its potential attack surface. Once all IPs are known, organizations can scan each for known vulnerabilities, misconfigurations, or weaknesses.

Cyber Incident Response Plan

A customized recommended action plan to guide your team when a cyber incident occurs. This is based on our years of industry experience in addition to our specific knowledge about your network and resources.

Prioritized List of Vulnerabilities

A prioritized list of all vulnerabilities discovered based on the risk each faces to your organization.

Key Cybersecurity Policies

Customized cybersecurity policies recommendations specific to your network environment to further fortify your organization's cyber posture.

Remediation Recommendations

Actionable vulnerability remediation recommendations for each segment captured.

Full Post-Project Report

A complete review of the project's findings.



Your Trusted Cybersecurity Experts



Led by trusted experts in public safety technology, our team actively contributes to cybersecurity guidelines and policies for numerous formative organizations.

Contact Us: seculore.com / (410) 305-0234 / connect@seculore.com

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We **CYBER-PROTECT** Our Nation's Critical Infrastructure

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Peace of Mind, Always in Sight

CyberSight is a managed cybersecurity monitoring solution that combines SecuLore's in-house SOC team with our own proprietary tools to safeguard your critical networks.



Safeguard your Critical Networks Before, during, and after a cyber attack.

Before

**Risk Mitigation &
Advanced Threat Detection**

During

**Rapid Incident Response &
Mitigation**

After

**Post-Threat Analysis &
Remediation**

Before

Risk Mitigation: Finding the Gaps in Your Armor

Through regular deep packet inspection of your real-world data, we identify and prioritize network vulnerabilities with powerful yet safe methods, while notifying you of any changes to your network to ensure continuity of operations.

- ✓ Identify gaps in your security stack & strengthen your Defense in Depth Strategy
- ✓ Prioritized vulnerability summaries
- ✓ Dedicated SOC analyst who knows your network and the latest cyber threats
- ✓ Weekly or monthly reports — set your own cadence

Before

Advanced Threat Detection

Thwart Attacks in Their Tracks

Our US-based Security Operations Center (SOC) will monitor your networks continuously, always watching for when an attack may strike.

- ✓ US-based SOC team has eyes on your network 24/7/365
- ✓ Easily dial up your level of protection if an attack is expected
- ✓ Passive non-agent-based network monitoring
- ✓ Smart, customized alerts detect anomalous activity and reduce false positives to your staff
- ✓ Ongoing insight into new/emerging cyber threats
- ✓ AI-enabled CyberShapes™ enhance threat detection accuracy and speed up response time

During

Never Face an Attack Alone

We're the first responders when an attack hits. Our entire SOC team jumps into action to leverage all of our available tools and expertise to aid response and remediation.

- ✓ Advanced threat detection that leverages SOC experts, machine learning, and our own proprietary AI-enabled CyberShapes™
- ✓ Get real-time guidance to contain and mitigate threats as they unfold
- ✓ Visualize attack movement to adapt and strengthen your response
- ✓ Peace of mind in the event of false alarms



After

Post-Threat Analysis & Remediation

Our team will provide insight into how the attack happened, so you know how to better prepare for the future.

Forensic analysis of network packets to determine the exact attack vector

Comprehensive post-mortem to identify key takeaways

Guidance to address the exact and similar vulnerabilities

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Coastal Bend Council of Governments

MEMORANDUM

To: Board Members of the Coastal Bend Council of Governments

From: Salvador Ochoa, Jr., Environmental Planning Program Manager

Date: September 25, 2025

Subject: Natural Resources Advisory Committee

Background: The Natural Resources Advisory Committee is established and authorized as a standing committee of the Coastal Bend Council of Governments by the Governing Board.

Summary: The nomination of Gabriel Arroyo for Chairperson of the Natural Resources Advisory Committee has been approved by the current committee membership, by simple majority of the voting members present. This nomination is now submitted to the Coastal Bend Council of Governments Board of Directors for final approval.

Comprehensive Economic Development Strategy Goal or Objective: Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities (4) Support and expand partnerships for air quality, water quality and natural capital assets.

Staff Recommendation: It is the staff's recommendation to approve Gabriel Arroyo's nomination for Chairperson of the Natural Resources Advisory Committee.