



RIVERBEND RESOLUTION NO. 20250326-04

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A INTERLOCAL AGREEMENTS WITH THE ARK TEX COUNCIL OF GOVERNMENTS FOR MANAGEMENT OF A RECENTLY AWARDED DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT TO FUND THE CONSTRUCTION OF AN INDUSTRIAL WASTEWATER FACILITY

WHEREAS, Riverbend Water Resources District (“Riverbend”) is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the Ark Tex Council of Governments (“ATCOG”) is a voluntary association of local governments established under state law for the purpose of promoting intergovernmental cooperation and strengthening units of local government. The primary goal of ATCOG is to improve the quality of life for all citizens of the region by providing resources, programs and services, along with coordinating funding; and

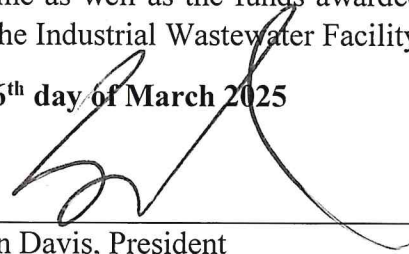
WHEREAS, Riverbend entered into an interlocal agreement with the ATCOG regarding submission of an application for a Defense Economic Adjustment Assistance Grant (DEAAG) on October 7, 2024 to fund the Industrial Wastewater Facility; and

WHEREAS, Riverbend was awarded a Defense Economic Adjustment Assistance Grant for funding for the Industrial Wastewater Facility in the amount of \$5 Million effective on February 25, 2025; and

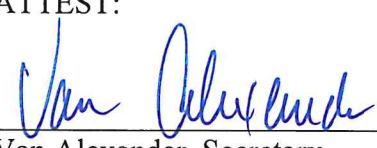
WHEREAS, Riverbend has a need for assistance with managing that grant funds as well as project progress and ATCOG has the skills and experience needed to do so.

NOW, THEREFORE, IT IS RESOLVED that the Executive Director/CEO is authorized to execute interlocal agreements with the Ark-Tex Council of Governments for administrative services for mangement of the the project timeline as well as the funds awarded for a Defense Economic Adjustment Assistance Grant to fund the Industrial Wastewater Facility.

PASSED AND APPROVED, this the 26th day of March 2025


for Lynn Davis, President

ATTEST:


Van Alexander, Secretary



Attached: ATCOG Contract Documents

AGREEMENT FOR THE
DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT
BETWEEN THE
ARK-TEX COUNCIL OF GOVERNMENTS
AND
RIVERBEND WATER RESOURCES DISTRICT
Re: DEAAG 2025-01-01

STATE OF TEXAS
COUNTY OF **BOWIE**

THIS AGREEMENT is between the Riverbend Water Resources District (RWRD, and Ark-Tex Council of Governments (ATCOG). The Contractor and Grantee are referred to collectively as the “parties.” The parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 1. PURPOSE. This Grant is awarded pursuant to Chapter 436 of the Texas Government Code, which authorizes the OOG to administer the Defense Economic Adjustment Assistance Grant (“DEAAG”) program. The DEAAG program provides state funds to defense communities that have been or may be affected by a base realignment and closure action for the purposes of purchasing property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment, including equipment for the training of defense workers.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement commences on the date of last signature below (“Effective Date”) and terminates upon the completion of the Grant Project as described herein, or on the second anniversary of the Effective Date, whichever occurs first, unless terminated earlier pursuant to Section 16 of this Agreement.

SECTION 3. PROJECT REQUIREMENTS. Consistent with Sections 436.202 and 436.203 of the Texas Government Code, and the executed grant agreement, grant proceed may be used for “Professional & Consultant Services and Capital Equipment”. *Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per unit acquisition cost of \$5,000 or more.* Subject to the requirements of applicable law and this Agreement, RWRD will be reimbursed for actual, reasonable, and allowable costs that are directly allocable to the project at 50% (DEAAG portion) of correctly executed invoices (*See Invoice Template Exhibit G*).

SECTION 4. OBLIGATIONS OF GRANTOR

4.1 ATCOG shall reimburse RWRD for the allowable costs incurred after appropriate billing documents to the OOG. Payment shall be reimbursed to RWRD within 10 days of receipt of OOG payment.

4.2 ATCOG shall not be liable to RWRD for any costs incurred that are not strictly in accordance with the terms of this Agreement.

SECTION 5. MAXIMUM AMOUNT OF REIMBURSEMENT. Notwithstanding any other provision of this Agreement, the total of all project reimbursement payments and other obligations incurred by ATCOG under the terms of this Agreement shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) as Awarded from the OOG.

SECTION 6. GENERAL REQUIREMENTS APPLICABLE TO THE GRANT.

6.1 Subject to Subsection 6.4, grant funds may be used only for the actual, reasonable, and allowable costs incurred during the term of this Agreement and that are directly allocable to the Grant Project. Grant funds may not be used for the payment of taxes, overhead, debt repayment, indirect expenses, or administrative expenses.

6.2 All grant funds shall be disbursed on a cost reimbursement basis, subject to the terms of this Agreement. Only costs that have been incurred and paid by RWRD are eligible for reimbursement. Grant funds are not eligible to provide advance payment to ATCOG or RWRD

6.3 In no case shall the payments made to RWRD exceed the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs as identified in the Grant Budget, or the Maximum Amount of Grant as set forth in Section 5 of this Agreement.

6.4 Pre-term costs incurred prior to the Effective Date of the Agreement where such costs are necessary to comply with the proposed Grant Project timeline are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the OOG.

6.5 ATCOG will not reimburse any costs not allowed under Chapter 436 of the Texas Government Code, the DEAGG Administrative Rules, this Agreement, the Grant Budget, and other applicable law as OOG will not pay any costs not allowed.

6.6 RWRD agrees to comply with all applicable state and federal laws, rules and regulations, directives, guidelines, or any other authorities relevant to the performance of Grantee under this Agreement as they currently exist and as amended throughout the term of this Agreement. RWRD agrees to comply with applicable laws, executive orders, regulations, and policies, as well as Chapter 783 of the Texas Government Code and TxGMS or its successor. Notwithstanding Section 24 of this Agreement,

the OOG reserves the right, in its sole discretion, to unilaterally amend Agreement DEAGG 2025-01-01 throughout the term of this Agreement to incorporate any modifications necessary for the OOG's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.

6.7 RWRD agrees to comply with the Uniform State Grant Assurances as set forth in Exhibit C.

SECTION 7. CONDITIONS PRECEDENT TO REIMBURSEMENT. RWRD shall meet the following conditions precedent to the satisfaction of the OOG prior to any reimbursement payments from ATCOG:

7.1 All costs incurred by RWRD for which RWRD seeks reimbursement must be for the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs described in the Grant Budget.

7.2 Before the OOG will make a reimbursement payment, ATCOG must submit, and the OOG must approve, a reimbursement request as set forth in Section 8 of this Agreement.

7.3 ATCOG will not request the reimbursement of expenditures RWRD incurs after the Term of Agreement has expired or terminated, as set forth in Section 2 of this Agreement. The total amount already disbursed plus the amount requested shall not exceed the Maximum Amount of Grant set forth in Section 5 of this Agreement.

7.4 RWRD must comply with all terms of this Agreement.

7.5 RWRD must have supplied ATCOG information for reports, documentation, or other items that are required for submission to OOG or requested. Submissions must be submitted on time.

SECTION 8. STRUCTURE FOR REIMBURSEMENT PAYMENTS.

8.1 Requests for Reimbursement. RWRDs reimbursement requests shall be submitted to ATCOG in the form and manner approved by the OOG and shall specify the detailed and total expenses for the reimbursement request ("Request for Reimbursement"). All Requests for Reimbursement must be timely submitted to the OOG in accordance with the schedule and requirements set forth in Subsection 8.5 of this Agreement. RWRD will submit all reimbursement requests to ATCOG by the 5th day of the month for quarterly submissions in accordance with the schedule and requirements set forth in subsection 8.5 of this Agreement

ATCOG's Requests for Reimbursement and required documentation shall be submitted directly to:

tmpe@gov.texas.gov (with delivery/read receipts)

8.2 Required Documentation. Each Request for Reimbursement RWRD submits for ATCOG to submit to the OOG must include: (1) the OOG Agreement Number; (2) ATCOG's federal tax identification number; (3) the name and division of the OOG contact; (4) a description of the services, costs, and/or expenses, and the dollar amount attributable to each; (5) the name of the entity or person providing the service and the costs charged by such entity or person; (6) an itemization of charges with sufficient detail to permit the OOG to determine if the costs are allowable; and (7) documentation of proof of payment, as specified in Subsection 8.3.

Each item of expenditure shall be specifically attributed to the eligible Grant Project cost category as identified in the Grant Budget (Professional & Consultation Services \$3,351,750 and Capital equipment \$1,648,250). By submission of a Request for Reimbursement, RWRD is warranting that (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) the amount of each new invoice added together with all previous invoices does not exceed the Maximum Amount of Grant as stated in Section 5 of this Agreement; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and supported by included documentation.

8.3 Documentation of Proof of Payment. Requests for Reimbursement must include documentation of proof of payment as evidence of actual expenditures. Acceptable proof of payment includes, but is not limited to, a receipt or other documentation of a paid invoice showing zero balance due, a monthly bank statement evidencing payment of the specific expenditure, copies of endorsed/processed check, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditures to which the reimbursement relates.

8.4 Right to Request Additional Documentation. Upon the request of the OOG, RWRD must submit to ATCOG for submission to the OOG any additional documentation or explanation the OOG may require to support or document any requested payment under the Agreement.

8.5 Timing of Submission of Request for Reimbursement to the OOG; Close-Out Request for Reimbursement. RWRD must submit accurate information to ATCOG for Requests for Reimbursement and all supporting documentation for submission to the OOG in a timely manner. ATCOG shall submit quarterly Requests for Reimbursement to the OOG that cover the previous quarter's expenses on or before the twentieth day after the end of each quarter. Quarterly Reimbursement requests shall be submitted in accordance with the deadlines specified in Table 1. RWRD will provide information to ATCOG by the 5th day of the month of submission to ensure timely submissions to OOG as per Table 1.

<i>Reimbursement request for expenditures during the...</i>	<i>Is due to ATCOG by...</i>	<i>Is due to the OOG by...</i>
First Quarter	December 5	December 20
Second Quarter	March 5	March 20
Third Quarter	June 5	June 20
Fourth Quarter	September 5	September 20

Table 1

8.5.1 The OOG may, in its sole discretion, provide written authorization to ATCOG that provides RWRD additional time to submit a specified quarterly request for reimbursement. The amount of additional time provided to ATCOG shall be specified in the OOG's written authorization.

8.5.2 RWRD must submit a final Request for Reimbursement on or before the thirtieth calendar day after termination of this Agreement in order to have final request to OOG by the forty-fifth calendar day as per award.

8.5.3 ATCOG will submit received OOG payment to RWRD within 10 days of receipt. The OOG will make all reasonable efforts to promptly process and make payments on properly completed Requests for Reimbursement.

8.6 Final Deadline for Reimbursement Requests. All Requests for Reimbursement must be received by ATCOG no later than the thirty calendar days after termination of this Agreement in order to submit to the OOG no later than forty-five calendar days after termination of this Agreement. An agreement amendment must be executed by the OOG and ATCOG to extend this deadline. Any extension of the deadline is within the sole discretion of the OOG and subject to the availability of appropriated funds.

SECTION 9. BUDGET ADJUSTMENT. Prior written approval from the OOG is required if RWRD and ATCOG anticipate altering the scope of the Grant Project, adding funds to previously un-awarded budget items or categories, changing funds in any awarded budget items or category by more than ten percent (10%) of the total budget amount specified in Exhibit A, or adding new line items to any awarded budget category.

SECTION 10. PURCHASE OF EQUIPMENT; MAINTENANCE AND REPAIR; TITLE UPON TERMINATION. RWRD shall not give any security interest or lien or otherwise encumber any item of equipment purchased with grant funds. RWRD shall identify all equipment purchased under this Agreement by appropriate tags or labels affixed to the equipment. RWRD and ATCOG shall maintain a current inventory of all equipment, which shall be always available to the OOG upon request. The equipment inventory must include the following: a description of the equipment; a serial number or other identification number; the acquisition date, cost, location, use, and condition of the equipment; and any

ultimate disposition data. The title for equipment shall remain with RWRD, and RWRD shall maintain, repair, and protect all equipment purchased in whole or in part with grant funds to ensure the full availability and usefulness of such equipment. In the event RWRD is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Agreement, RWRD shall use the proceeds to repair or replace said equipment. Upon termination of this Agreement, title, use, and disposal of equipment shall be in conformity with the TxGMS.

SECTION 11. REPORTING REQUIREMENTS

11.1 Until RWRD has submitted a Project Completion Report to ATCOG for submission to the OOG, RWRD shall provide information to ATCOG to submit a Quarterly Project Status Report to the OOG, using the form attached hereto as Exhibit D, no later than fifth (5th) calendar day to provide ATCOG information to submit by the twenty (20th) calendar day after the end of each quarter. Quarterly reports are due in accordance with the deadlines specified in Table 2.

<i>Reimbursement request for expenditures during the...</i>	<i>Is due to ATCOG by...</i>	<i>Is due to the OOG by...</i>
First Quarter	December 5	December 20
Second Quarter	March 5	March 20
Third Quarter	June 5	June 20
Fourth Quarter	September 5	September 20

Table 2

11.1.1 Notwithstanding Subsection 11.1, the OOG may, at its sole discretion, provide written authorization to ATCOG that provides ATCOG a specified amount of additional time to submit a specified Quarterly Project Status report.

11.2 After RWRD has completed the Grant Project as set forth in this Agreement, but in no case more than one hundred twenty calendar days after termination of this Agreement, ATCOG shall submit to the OOG a Project Completion Report, using the form attached hereto as Exhibit E, describing all activities performed under this Agreement. RWRD shall provide to ATCOG a Certification of Delivery, certifying that RWRD has received delivery of all equipment purchased with this Agreement. ATCOG will submit certificate to OOG.

11.3 No later than sixty calendar days after the date on which ATCOG submits RWRD's Project Completion Report to the OOG, RWRD shall provide to ATCOG a DEAAG Project Impact Report, using the form attached hereto as Exhibit F. ATCOG shall provide the report to the OOG. A DEAAG Project Impact Report must contain information concerning jobs generated and retained, and individuals trained as a result of the Grant Project. For purposes of this Agreement, job creation, retention, and training rates may be evidenced by satisfactory documentation, such as copies of payroll documents, human resource documents, or training enrollment records.

11.4 RWRD shall provide ATCOG, upon request, with any additional information requested by the OOG regarding the status of the Grant Project.

11.5 RWRD shall cooperate with ATCOG and the OOG and provide all requested assistance in connection with the preparation of any reports required to be made by the OOG to the Texas Legislature or any relevant governmental entity regarding RWRD, the Grant, the Grant Project, or the Grant Application.

11.6 All reports provided to the OOG must be signed by the duly authorized representative of ATCOG.

11.7 If after a written request by the OOG, RWRD fails to provide required information for reports, information, documentation, or other information as required by this Agreement, then the OOG may require corrective action or consider this act a possible default under this Agreement.

SECTION 12. CORRECTIVE ACTION.

12.1 Corrective Action. If the OOG finds deficiencies in RWRD's performance under this Agreement, the OOG, in its sole discretion, may impose corrective actions, including increasing monitoring visits; requiring the submission of additional or more detailed reports; requiring prior approval for expenditures; requiring additional technical or management assistance or modifications in business practices; reducing the grant award amount; or terminating the ATCOG Agreement. The foregoing are not exclusive remedies, and the OOG may impose other corrective actions the OOG determines will be in the best interest of the State of Texas.

12.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information without prior written authorization from the OOG may result in the OOG, in its sole discretion, placing ATCOG on immediate financial hold without further notice to ATCOG and without first requiring a corrective action plan. The OOG shall only provide written authorization for delay upon finding that extraordinary circumstances exist that support the delay. No reimbursements will be processed until the requested information is submitted. If ATCOG is placed on financial hold, the OOG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time ATCOG was placed on financial hold.

12.3 Sanctions. In addition to a financial hold, the OOG, in its sole discretion, may impose other sanctions including, but not limited to, withholding or suspending funding, requiring return or offset of previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Agreement, or any other appropriate sanction.

12.4 Notice of Possible Default. RWRD agrees to make a good faith effort to identify, communicate, and resolve problems found by either the OOG or ATCOG. The OOG, in its sole discretion, will determine whether ATCOG has acted or failed to act in such a manner that gives rise to an act of possible

default under this Agreement. If the OOG determines ATCOG has possibly defaulted on this Agreement, the OOG shall, within ten business days after making that determination, give written notice of possible default to ATCOG that also sets out the circumstances that support the OOG's determination.

12.5 Opportunity to Cure. Unless the OOG provides written authorization providing additional time as set forth below, ATCOG must cure the possible default and provide the OOG with sufficient information that supports a finding of cure by the OOG within thirty calendar days after the OOG gives ATCOG notice under Subsection 12.4 of this Agreement. The OOG may, in its sole discretion and upon a finding by the OOG that extraordinary circumstances support the additional time, provide written authorization to ATCOG that provides ATCOG a specified amount of additional time cure the possible default and provide required information to the OOG.

12.6 Cure. If the OOG determines, in its sole discretion, that ATCOG has cured the possible default event, the OOG shall give written notice to ATCOG within ten business days after making that determination. The OOG shall be guided by good faith and reasonableness in determining whether ATCOG has cured the possible default.

12.7 Default. If the OOG determines ATCOG has not cured the possible default, ATCOG shall be in default hereunder, and the OOG shall give written notice to ATCOG informing ATCOG of such default within ten business days after the OOG reaches its determination. Any default may result in termination of this Agreement in accordance with Section 16 of this Agreement.

12.8 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, or sanctions, RWRD remains responsible for complying with the Agreement terms and conditions. Corrective actions, financial hold, or sanctions do not excuse or operate as a waiver of prior failure to comply with this Agreement.

SECTION 13. NOTICES. Any notice required or permitted to be given under this Agreement by ATCOG and RWRD shall be in writing and shall be deemed to have been given immediately if sent to the e-mail address specified in this Section. Any notice required or permitted to be given under this Agreement may be given by regular first-class mail and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this Section:

To Riverbend Water Resources District
Kyle Dooley, Executive Director/CEO
228a Texas Avenue
New Boston, Texas 75570
kyledooley@rwr.org

To Ark-Tex Council of Governments
Mary Beth Rudel, Executive Director
4808 Elizabeth Street
Texarkana, Texas 75503
mrudel@atcog.org

SECTION 14. CERTIFICATIONS. By agreeing to and signing this Agreement, RWRD represents that RWRD has obtained all necessary authority to enter into this Agreement and hereby makes the following certifications, representations, and warranties:

14.1 Child Support Obligation. Under Section 231.006(d) of the Texas Family Code, regarding child support, RWRD certifies that RWRD is not ineligible to receive specified payments and acknowledges this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

14.2 Prohibited Bids and Agreements. Under Section 2155.004 of the Texas Government Code, RWRD certifies that RWRD is not ineligible to enter this Agreement and acknowledges this Agreement may be terminated, and payment withheld if this certification is inaccurate.

14.3 Human Trafficking. Under Section 2155.0061 of the Texas Government Code, RWRD certifies that RWRD is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.4 Gift to Public Servant. RWRD warrants that RWRD has not given, nor does RWRD intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Agreement.

14.5 Former Executive Head and Employees of the Agency. RWRD certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Certain Employment for Former State Officer or Employee Restricted); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

14.6 Conflicts of Interest. RWRD certifies that neither RWRD nor the personnel or entities employed in rendering services under this Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of RWRD's obligations under this Agreement. RWRD has a continual and ongoing obligation to immediately notify ATCOG in writing, upon discovery of any actual or potential conflict.

14.7 Corporate Franchise Tax. RWRD certifies that, if applicable, RWRD's Texas franchise tax payments are current, or that RWRD is exempt from, or not subject to, such tax.

14.8 No Claims. RWRD certifies that RWRD does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

14.9 Debt to State. RWRD acknowledges and agrees that, to the extent RWRD owes any debt or delinquent taxes to the State of Texas, any payments RWRD is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes RWRD owes the State of Texas until the debt or delinquent taxes are paid in full.

14.10 Compliance with Licensing, Permitting, and Regulatory Bodies. RWRD certifies that RWRD has or will obtain all licenses, certifications, permits, and authorizations necessary to perform RWRD's obligations under this Agreement, without costs to ATCOG or the OOG. RWRD shall comply with any applicable laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with RWRD's obligations under this Agreement. RWRD shall comply with all applicable federal and state health and safety standards.

RWRD certifies that RWRD is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of RWRD's operations. RWRD agrees to comply and remain compliant with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

14.11 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. RWRD certifies that RWRD and RWRD's principals are not listed on the federal government's terrorism watch list as described in Executive Order 13224 and will remain compliant with this certification during the term of this Agreement. RWRD certifies that RWRD and RWRD's 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.

14.12 Deceptive Trade Practices; Unfair Business Practices. RWRD represents and warrants that RWRD has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. RWRD certifies that RWRD has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

14.13 Felony Criminal Convictions. RWRD represents and warrants that RWRD and RWRD's employees who will perform services under this Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, RWRD has fully advised ATCOG and the OOG as to the facts and circumstances related to the conviction.

14.14 Immigration. RWRD represents and warrants that RWRD shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement.

14.15 U.S. Department of Homeland Security's E-Verify System. RWRD certifies and ensures that RWRD utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, to

determine the eligibility of: all persons employed to perform duties within Texas, during the term of the Agreement; and all persons, including subcontractors, employed or assigned by RWRD to perform work pursuant to the Agreement, within the United States of America. RWRD agrees to provide copies of E-Verifications to ATCOG for grant master file.

14.16 Certification Concerning Prior Disaster Relief Contract Violation. RWRD is prohibited from contracting with any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, RWRD certifies that RWRD is not ineligible from entering into this Agreement and will remain compliant with this certification during the term of this Agreement.

14.17 Technology Access Clause. If applicable, RWRD will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 T.A.C. Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Additionally, if applicable, RWRD shall provide the Texas Department of Information Resources (DIR) with the URL to RWRD's Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

14.18 Buy Texas. With respect to all services, if any, purchased pursuant to this Agreement, RWRD represents and warrants that RWRD will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period when compared to non-Texas products and materials.

14.19 Liability for Taxes. RWRD represents and warrants that RWRD shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, state, or local income, sales, or excise taxes of RWRD or RWRD's employees. ATCOG and the OOG shall not be liable for any taxes resulting from this Agreement.

14.20 Israel. If RWRD is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, RWRD certifies that RWRD does not boycott Israel and will not boycott Israel during the term of the Agreement. If RWRD does not make that certification, RWRD must notify ATCOG and the OOG and state why the certification is not required. The term "boycott Israel" as used in the paragraph has the meaning assigned by Section 808.001 of the Texas Government Code.

14.21 Iran, Sudan, or Foreign Terrorist Organization. RWRD represents that neither RWRD, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of RWRD, (i) is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code; (ii) constitutes a “scrutinized company” as defined by Section 2270.0001(9) of the Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. The terms “foreign terrorist organization” and “designated foreign terrorist organization” have the meanings assigned to them in Sections 2252.151 and 2270.0001 of the Texas Government Code, respectively.

14.22 Entities that Discriminate Against a Firearm Entity or Firearm Trade Association. If RWRD is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, RWRD certifies that RWRD does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. If RWRD does not make that certification, RWRD must indicate why the certification is not required.

14.23 Entities that Boycott Energy Companies. If RWRD is required to make a certification pursuant to Section 2276.002 of the Texas Government Code, RWRD certifies that RWRD does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If RWRD does not make that certification, RWRD must indicate why the certification is not required.

14.24 No Vaccine Passport. RWRD certifies that, pursuant to Section 161.0085 of the Texas Health and Safety Code, it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from RWRDs business in Texas. RWRD acknowledges that such a vaccine or recovery requirement in Texas would make RWRD ineligible for state grant funds.

14.25 Cybersecurity Training Program. To the extent RWRD has access to any state computer system or database and is subject to the provisions of Section 2054.5192 of the Texas Government Code, ATCOG will require RWRD to complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code, as selected by the OOG. The cybersecurity training program must be completed by RWRD during the term of the Agreement and during any subsequent extension period. RWRD shall verify completion of the program to ATCOG in writing upon completion of the program. ATCOG will provide copies of all Cybersecurity Training documents to the OOG.

14.26 Critical Infrastructure. If RWRD is required to access or control the State’s critical infrastructure as defined in Sections 2275.0101 and 2275.0102 of the Texas Government Code, RWRD certifies, pursuant to Section 2275.0102 of the Texas Government Code, neither it nor its parent company, nor any affiliate of RWRD or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated

by the Governor under Section 2275.0103 of the Texas Government Code, or (2) headquartered in any of those countries.

SECTION 15. GENERAL TERMS AND CONDITIONS.

15.1 Independent Contractor. RWRD expressly agrees that RWRD is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of RWRD or any subcontractor of RWRD be considered an employee, agent, servant, joint venturer, joint enterpriser, or partner of the OOG, by virtue of this Agreement. RWRD agrees to take such steps as may be necessary to ensure that each contractor of RWRD will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser, or partner of the OOG.

All persons furnished, used, retained, or hired by or on behalf of RWRD or any of RWRD's subcontractors shall be considered to be solely the employees or agents of RWRD or RWRD's subcontractors. RWRD or RWRD's subcontractors shall be responsible for ensuring that all appropriate payments are made, such as unemployment, workers' compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

ATCOG and the OOG is not responsible for any types of claims whatsoever due to actions or performance, taken by the owners, incorporators, officers, directors, employees, volunteers of RWRD or any third parties under this Agreement, including but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

15.2 Subcontracting. When RWRD should determine it is necessary or expedient to subcontract for any of the performances herein, RWRD understands and agrees that RWRD will be responsible to ATCOG and the OOG for any subcontractor's performance under this Agreement. In no event shall this Section or any other provision of this Agreement be construed as relieving RWRD of the responsibility for ensuring that performance under this Agreement, and any subcontracts thereto, is rendered in compliance with all the terms of this Agreement. When RWRD uses a subcontractor for any or all of the work required, the following conditions will apply: (1) RWRD, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at RWRD's expense and ATCOG or the OOG shall not be liable in any manner to RWRD's subcontractor(s); (2) RWRD will be the sole contact for ATCOG; and (3) Pursuant to this agreement, RWRD will make timely payments to subcontractors in order for submission for reimbursement. Pursuant to Chapter 2251 of the Texas Government Code, ATCOG will make any reimbursement payments owed to RWRD within 10 calendar days after ATCOG's receipt of funds from the OOG.

15.3 No Assignment. This Agreement is not assignable by RWRD. Notwithstanding any attempt to assign the Agreement, RWRD shall remain fully liable on this Agreement and shall not be released from

performing any of the terms, covenants, and conditions herein. RWRD shall be held responsible for all funds reimbursed under this Agreement.

15.4 Records Retention. Records shall be maintained and made available to ATCOG, the OOG or its authorized representatives upon request during the entire performance period of this Agreement and until four years from date of final reimbursement by the OOG for the services provided under this Agreement. In addition, those records relating to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available to the OOG or its designee until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned three year period, whichever is later. Failure to provide reasonable access to authorized OOG representatives shall give the OOG the right to terminate this Agreement pursuant to Section 16 of this Agreement for reason of default.

15.5 Right to Audit. RWRD will cooperate fully in any review conducted by ATCOG, the OOG or its authorized representatives related to services provided under this Agreement. ATCOG and the OOG have the authority to monitor, inspect, assess, and review the fiscal and contractual performance of RWRD with respect to the Agreement, including all information related to any services provided under this Agreement or billed to the OOG. RWRD will remedy in a timely manner, any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found as a result of a review by ATCOG, the OOG or its authorized representatives. Such remedy can include a refund or offset of Agreement payments, or any other appropriate actions deemed necessary by the OOG. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to audit or investigate the expenditure of funds under this Agreement or any subcontract. RWRD will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through RWRD and the requirement to cooperate is included in any subcontract RWRD awards.

15.6 State Auditor. In addition to and without limitation on other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency may conduct an audit or investigation of RWRD or any other entity or person receiving funds from the State of Texas directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by RWRD or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, RWRD or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. RWRD further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

RWRD shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through RWRD and the requirement to cooperate is included in any subcontract RWRD awards. The State Auditor's Office shall at any time have access to and the right to examine, audit,

excerpt, and transcribe any pertinent books, documents, working papers, and records of RWRD related to this Agreement. This Agreement may be amended unilaterally by the ATCOG (based on OOG amendments) to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

15.7 Texas Public Information. RWRD acknowledges that the State of Texas, the OOG, ATCOG, and this Agreement are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "PIA"), and RWRD acknowledges that the OOG will comply with the PIA.

RWRD acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and RWRD agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to ATCOG, the OOG or State of Texas. RWRD will cooperate with ATCOG and the OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of RWRD under, pursuant to, or in connection with this Agreement that RWRD considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to ATCOG, the OOG or State of Texas or any other entity in accordance with this Agreement. Merely making a blanket claim that all documents are protected from disclosure will not render the whole of the information confidential. Any information not clearly identified as proprietary or confidential is subject to release in accordance with the PIA.

The OOG agrees to notify ATCOG and RWRD in writing within a reasonable time from receipt of a request for information covering RWRD's Confidential Information. The OOG will determine whether to submit a request for an Open Records Letter Ruling to the Attorney General.

RWRD agrees to maintain the confidentiality of confidential information received from ATCOG, the OOG or State of Texas during the performance of this Agreement, including information that discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information, and social security numbers.

RWRD agrees that if any of RWRD's agents receives any third-party request for the disclosure of information relating to this Agreement, RWRD shall notify ATCOG immediately. ATCOG shall notify the OOG of any such request within three business days after receipt of the request.

15.8 Media Releases or Pronouncements. RWRD understands that the OOG does not endorse any vendor, commodity, good, or service. RWRD, RWRD's employees, representatives, subcontractors, or other agents may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or Grant Project to which this Agreement relates, or which mentions the OOG, without the prior written approval of the OOG.

15.9 Indemnification.

TO THE EXTENT ALLOWED BY LAW, RWRD SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ATCOG, THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED COSTS, ATTORNEY'S FEES AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RWRD OR ANY OF RWRD'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. RWRD SHALL COORDINATE RWRD'S DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE RWRD TO INDEMNIFY OR HOLD HARMLESS ATCOG, THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF ATCOG, THE OOG OR ITS EMPLOYEES.

15.10 Intellectual Property.

TO THE EXTENT ALLOWED BY LAW, RWRD SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ATCOG, THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RWRD PURSUANT TO THIS CONTRACTOR AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE, OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) ATCOG, THE OOG'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE OOG BY GRANTEE OR OTHERWISE TO WHICH THE OOG HAS ACCESS AS A RESULT OF RWRD'S PERFORMANCE UNDER THE CONTRACTOR AGREEMENT. RWRD, ATCOG, AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RWRD SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY ATCOG WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND RWRD MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. IN ADDITION, RWRD WILL REIMBURSE THE OOG AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES, OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS ARISING FROM ANY SUCH CLAIM. IF THE OOG DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RWRD, OR IF THE OOG IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE OOG WILL BE PERMITTED TO

SELECT SEPARATE COUNSEL AND RWRD WILL PAY ALL REASONABLE COSTS OF THE OOG'S COUNSEL.

15.11 Taxes/Workers' Compensation/Unemployment Insurance.

RWRD IS FULLY RESPONSIBLE FOR RWRD'S OWN FEDERAL, STATE, AND LOCAL TAXES. RWRD AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, RWRD SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF RWRD'S AND RWRD'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. RWRD AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. ATCOG, THE OOG AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO RWRD, RWRD'S EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

15.12 Tax Identification Information Required. As a prerequisite to ATCOG reimbursing expenses to RWRD under this Agreement, RWRD shall provide ATCOG with required tax and payee identification information by providing ATCOG with RWRD's current TIN, name, and address to permit ATCOG to verify registration in the TIN System with the Texas Comptroller of Public Accounts.

15.13 Insurance. Unless otherwise noted in this Agreement, and to the extent that RWRD does not have or maintain insurance or does not have or maintain sufficient insurance, RWRD acknowledges and agrees that RWRD will be solely responsible for any losses or damages related to or caused by RWRD's performing RWRD's duties and obligations under this Agreement. ATCOG and the OOG will have no obligation to reimburse or otherwise pay RWRD for any costs incurred related to any such losses or damages.

15.14 Fraud, Waste, and Abuse. RWRD understands that ATCOG and the OOG does not tolerate any type of fraud, waste, or misuse of funds reimbursed from this Agreement. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event RWRD becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against RWRD, RWRD is required to immediately notify ATCOG and the OOG of said allegation or finding. RWRD is also obliged to inform ATCOG and the OOG of the status of any on-going investigations regarding allegations of fraud, waste, or abuse. RWRD is expected to report any possible fraudulent or dishonest acts, waste, or abuse to ATCOG and the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711. RWRD must also comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

15.15 Information Security/Privacy. RWRD shall employ and maintain appropriate information security procedures to protect against the unauthorized acquisition, use, or disclosure of any personal information under applicable laws (including Personal Identifying Information or Sensitive Personal Information as those terms are defined in Chapter 521 of the Texas Business and Commerce Code) that it receives, compiles, or creates as a result of the Contractor Agreement to ensure compliance with any agency requirements of the OOG and any applicable international, federal, state, or local laws, regulations, and ordinances. Unless required by law to disclose, RWRD agrees to maintain the confidentiality of information received from ATCOG and the OOG or the State of Texas during the performance of the Agreement, including, but not limited to, Sensitive Personal Information, Personally Identifying Information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from disclosure. In the event of an unauthorized acquisition, use, or disclosure of the OOG's information by RWRD, its employees, representatives, subcontractors or other agents in the performance of RWRD's duties, RWRD shall: (i) immediately notify ATCOG and the OOG in writing; (ii) assume and comply with any applicable remedial requirements required by law; (iii) bear all costs of such compliance and remediation; and (iv) provide ATCOG and the OOG with information regarding the breach and the progress of any remedial efforts if requested. The obligations of RWRD under this Section will survive the Agreement and must be included in all subcontracts in which the subcontractor may have access to personal information.

RWRD shall endorse the OOG's requirements and adhere to the State of Texas' and the OOG's Information Technology Security Standards. From time-to-time and on the request of the OOG, RWRD may be required to execute written information security or non-disclosure agreements as deemed necessary by the OOG to strictly comply with any applicable confidentiality or information security requirements or applicable laws, regulations, and protective orders. RWRD is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities may include, but are not limited to identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the Agreement. In addition, the OOG may periodically assess RWRD's privacy and security services provisioned to providing the goods and services under the Agreement to ensure all obligations are being met and to manage and mitigate risk.

To the extent applicable, if RWRD is authorized to access, transmit, use, or store data for the OOG, RWRD must meet the security controls the OOG determines are proportionate with the OOG's risk under the Agreement based on the sensitivity of the OOG's data. Upon request, RWRD must provide to ATCOG and the OOG evidence that RWRD meets the security controls required under the Agreement.

15.16 Saturdays, Sundays, Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is a Saturday or a Sunday or a scheduled State of Texas or national holiday, then such action may be taken, or such right may be exercised on the

next succeeding business day that is not a Saturday, Sunday, or holiday. A schedule of State of Texas holidays is located at: <http://www.hr.sao.texas.gov/Holidays/>.

15.17 Applicable Law and Venue. This Agreement is made and entered into in the State of Texas. This Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any RWRD-initiated action, suit, or litigation arising out of or in any way relating to this Agreement shall be commenced exclusively in the Bowie County District Court. Venue for any OOG initiated action, suit, or litigation arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

RWRD hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. RWRD hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that RWRD is not subject to the jurisdiction of the above-named courts; the suit, action or litigation is brought in an inconvenient forum; or the venue is otherwise improper.

15.18 No Waiver of Sovereign Immunity. The OOG is immune from suit and from liability. No part of this Agreement, nor the conduct or statement any person, will be construed as a waiver of the doctrines of sovereign immunity and official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG or the State of Texas, and their officers, employees, or agents as provided by law.

SECTION 16. TERMINATION.

16.1 Convenience. The OOG may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, against the OOG, upon thirty calendar days' notice to ATCOG. Cancellation of the award will cause cancellation of this Agreement.

16.2 Cause; Default. If RWRD fails to provide the agreed upon services according to the provisions of this Agreement or fails to comply with any of the terms or conditions of this Agreement, ATCOG may, upon written notice of default to RWRD, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy but is in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

16.3 Rights upon Termination or Expiration. If the Agreement is terminated for any reason, or upon its expiration, the OOG shall be obligated to pay RWRD only for actual, reasonable, and allowable costs incurred up to the Effective Date of termination. Termination is not an exclusive remedy but will be in addition to any other rights and remedies as provided in equity, by law or under the Agreement. ATCOG

nor the OOG is not liable to RWRD or to RWRD's creditors for any costs incurred after receipt of a Notice to Terminate or any unacceptable or disallowed costs as determined by the OOG.

16.4 Liability after Termination Notwithstanding any exercise by the OOG of its right of early termination pursuant to this Section, RWRD shall not be relieved of any liability to the OOG for damages due to the OOG by virtue of any breach of this Agreement by RWRD. The OOG may withhold reimbursements for RWRD until such time as the exact amount of damages due to the OOG from RWRD is agreed upon or is otherwise determined.

16.5 Refund of Overpayment. RWRD shall refund to the OOG any sum of money paid to RWRD by the OOG, which the OOG determines is an overpayment to RWRD, or in the event the OOG determines funds spent by RWRD were not an allowable cost of this Grant Project. No refund payments may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by RWRD to the OOG within thirty calendar days after such refund is requested in writing by the OOG, or within thirty calendar days after a notice from the OOG indicating the request is the result of a final determination that the refund is owed.

16.6 Failure to Comply with Agreement. In the event RWRD fails to comply with any provision of this Agreement, RWRD may be liable for damages and barred from applying for or receiving additional funding under the DEAGG program until repayment is made and any other compliance or audit findings are resolved, or any issue of non-compliance is cured to the satisfaction of the OOG.

SECTION 17. AVAILABILITY OF FUNDS. RWRD understands and agrees that funding for the grant is subject to the actual receipt by the OOG of funds appropriated to the OOG or otherwise available from federal funding sources. RWRD agrees that any funds received from the OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of the Agreement. RWRD agrees that notwithstanding any other provision of the Agreement, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds, or if the funds appropriated to the OOG are required to be reallocated to fund other state programs or purposes, then the OOG may reduce the Maximum Amount of Grant or terminate the Agreement without cost or penalty.

SECTION 18. MONITORING. ATCOG may perform periodic on-site monitoring of RWRD's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of RWRD's performance. After each monitoring visit, ATCOG will provide RWRD with a written report of the monitor's findings. If the monitoring report notes deficiencies in RWRD's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by RWRD. Failure by RWRD to take action specified in the monitoring report may be cause for termination of this Agreement in accordance with Section 16 of this Agreement.

SECTION 19. CONFLICT OF INTEREST.

19.1 No Conflict of Interest. RWRD shall ensure that no employee, officer, or agent of RWRD shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. RWRD shall comply with Chapter 171 of the Texas Local Government Code.

RWRD represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, RWRD represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the Agreement, RWRD shall promptly notify the OOG.

19.2 No Inside Information. No employee, agent, consultant, officer, or elected or appointed official, of either RWRD or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Grant Project, shall be permitted to have or obtain a financial interest in or benefit from the Grant Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

SECTION 20. REGULATORY AND LEGAL ACTIONS AND CLAIMS.

20.1 No Pending or Threatened Actions Impairing Performance. RWRD represents and warrants that RWRD is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., (collectively “actions”), pending or threatened against RWRD within the five calendar years immediately preceding the Effective Date of this Agreement that would or could impair RWRD’s performance under this Agreement. In addition, RWRD shall notify ATCOG and the OOG in writing within five business days of any changes to the representations or warranties in this clause or of any actions that RWRD may become aware of and receive notice of on or after the Effective Date of this Agreement. RWRD agrees that failure to so timely update ATCOG and the OOG of actions shall constitute breach of this Agreement and may result in immediate termination of this Agreement.

20.2 Notice of Actions Arising Out of Performance of Agreement. RWRD shall give ATCOG and the OOG immediate notice in writing of any action, including any proceeding before an administrative agency, filed against RWRD arising out the performance of this Agreement. Except as otherwise directed by the OOG, RWRD shall immediately furnish to ATCOG and the OOG copies of all pertinent papers received by RWRD with respect to such action or claim. RWRD shall notify ATCOG and the OOG of

any legal action filed against RWRD or any subcontractor, or of any proceeding filed under the federal bankruptcy code. RWRD shall submit a copy of such notice to ATCOG and the OOG within thirty calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

20.3 Governmental Units of the State of Texas. ATCOG and RWRD acknowledge that they are contracting units of the State of Texas and are subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Chapter 101 of the Texas Civil Practice and Remedies Code.

20.4 No Liability. RWRD acknowledges that ATCOG, the OOG, the State of Texas, and their employees and officials shall not be held liable for any claims or causes of action whatsoever which may occur while performing the services described in this Agreement, or from the award, cancellation, or withdrawal of this Grant.

SECTION 21. NOTICE OF MATERIAL EVENTS. RWRD shall furnish to ATCOG and the OOG prompt written notice upon becoming aware of or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the completion of the Grant Project. RWRD shall inform ATCOG and the OOG in writing on or before the tenth business day after RWRD learns of the existence of such an event.

SECTION 22. FORCE MAJEURE. Neither party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, which by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within ten business days after the existence of such force majeure or otherwise waive this right as a defense.

SECTION 23. DISPUTE RESOLUTION.

23.1 Informal Meetings. The parties' representatives shall meet as needed to implement the terms of this Agreement and shall make a good faith attempt to informally resolve any disputes. The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either ATCOG or RWRD.

23.2 RWRD Continued Performance. RWRD shall not be excused from performance during any pending dispute, unless approved in writing by ATCOG and the OOG.

SECTION 24. CHANGES AND AMENDMENTS.

24.1 Alterations, Additions, Deletions. Any alterations, additions, or deletions to the terms of this Agreement shall be by a written amendment executed by both parties.

24.2 Policy Directives. During the term of this Agreement, the OOG may issue policy directives to establish, interpret, or clarify requirements under this Agreement. Policy directives from the OOG shall be binding upon RWRD.

SECTION 25. SEVERABILITY. In the event any one or more of the parts or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other parts or provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable parts or provisions had never been contained herein.

SECTION 26. ENTIRE AGREEMENT. This Agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any 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. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

SECTION 28. HEADINGS. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

SECTION 29. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding any expiration, termination, or cancellation of this Agreement, the rights and obligations pertaining to repayment of grant funds or damages, limitation of liability, indemnification, public information, reporting requirements, retention and accessibility of records, audit rights upon termination, and any other provision implying survivability shall remain in effect after this Agreement ends.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

SECTION 31. NO FALSE STATEMENTS. By signature to this Agreement, RWRD makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If RWRD signs this Agreement with a false statement or it is subsequently determined that RWRD has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, RWRD shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause, seek repayment for amounts distributed, and pursue other remedies available to the OOG under this Agreement and applicable law.

IN TESTIMONY HEREOF, RWRD and ATCOG have executed this Contractor Agreement, effective as of the date of the last signature below:

Ark-Tex Council of Governments

Riverbend Water Resources District

Mary Beth Rudel, Executive Director

Kyle Dooley, Executive Director/CEO

Date

Date

EXHIBIT A

**APPROVED GRANT BUDGET
ARK-TEX COUNCIL OF GOVERNMENTS
(RIVERBEND WATER RESOURCES DISTRICT) – Contract
DEAAG 2025-01-01**

\$5,000,000.00

Budget. Subject to the limitations within this Agreement, the OOG will reimburse Grantee for actual and allowable allocable costs paid according to the following amounts and budget categories:

Budget Category	
Infrastructure – Purchase of Property	
Infrastructure – Professional & Consultant Services	\$3,351,750.00
Infrastructure – New Construction	
Infrastructure – Rehabilitation and Renovation	
Infrastructure – Capital Equipment ¹	\$1,648,250.00
Infrastructure – Capital Supplies ²	
Infrastructure – Facility Insurance	
Training Equipment ²	
Training Supplies ³	

¹ Per the TxGMS, “Equipment” means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

² Id.

³ Per the TxGMS, items of equipment with a per unit acquisition cost of less than \$5,000 are considered to be supplies.

EXHIBIT B

GRANT NARRATIVE ARK-TEX COUNCIL OF GOVERNMENTS (RIVERBEND WATER RESOURCES DISTRICT) – Contract DEAAG 2025-01-01

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by Grantee in Grantee's October 09, 2024 grant application applies to this Agreement:

Ark-Tex Council of Governments requests \$5 million to assist Red River Army Depot and Red Riverbend Water Resources District to construct a new 1.5 MGD Industrial Waste Water Treatment Plant on a greenfield site by:

1. Procuring engineer services; and
2. Purchasing capital equipment for the project

EXHIBIT C. UNIFORM STATE GRANT ASSURANCES

RWRD must assure and certify compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, the Texas Grant Management Standards (TxGMS); and Title 1, Part 1, Chapter 4 of the Texas Administrative Code, that govern the application, acceptance and use of federal and state funds for this project. In instances where multiple requirements apply to a RWRD, the more restrictive requirement applies. By accepting the Agreement for grant award, RWRD certifies and assures that RWRD complies and will continue to comply with the following:

1. RWRD possesses legal authority to execute this Agreement. A resolution, motion or similar action has been duly adopted or passed as an official act of the RWRD's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the Agreement and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. RWRD will comply with Chapter 573 of the Texas Government Code⁴ by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. RWRD will ensure that all information collected, assembled or maintained by RWRD relative to a project will be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code⁵, unless otherwise expressly prohibited by law.
4. RWRD will comply with Chapter 551 of the Texas Government Code⁶, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
5. RWRD will comply with Section 231.006 of the Texas Family Code⁷, which prohibits payments to a person who is in arrears on child support payments. Further, RWRD will include the following clause in the award documents for every subcontract and must require subcontractors to certify accordingly: ***“Under Section 231.006 of the Texas Family Code, the vendor or***

⁴ Chapter 573 of the Texas Government Code covers degrees of relationship and nepotism prohibitions. It includes subchapters on general provisions, relationships by consanguinity or affinity, nepotism prohibitions, exceptions, and enforcement.

⁵ Chapter 552 of the Texas Government Code is the Public Information Act, which gives the public the right to access government records. The act assumes that all government information is available to the public, but there are some exceptions.

⁶ Chapter 551 of the Texas Government Code **OPEN MEETINGS REQUIREMENT**. Every regular, special, or called meeting of a governmental body shall be open to the public, except as provided by this chapter.

⁷ Texas Family Code Section 231.006 addresses ineligibility for state grants, loans, and contract payments for child support obligors who are behind on payments.

applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. An application for a grant 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.”

6. RWRD will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee will also ensure that all program personnel are properly trained and aware of this requirement.
7. RWRD will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
8. RWRD will comply with Section 2054.5191 of the Texas Government Code⁸ relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
9. RWRD will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
10. RWRD’s receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code⁹, which restrict lobbying expenditures.
11. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
12. If RWRD is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, RWRD will be in compliance with all rules adopted by the Texas Commission on Law Enforcement ("TCOLE"), unless TCOLE certifies that RWRD is in the process of achieving compliance with such rules.
13. When incorporated into a grant award or contract, standard assurances contained in the Agreement become terms or conditions for receipt of reimbursed funds. RWRD shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met.
14. RWRD will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended

⁸ Section 2054.5191 - Cybersecurity Training Required: Certain Employees and Officials. Each state agency shall identify state employees who use a computer to complete at least 25 percent of the employee's required duties. At least once each year, an employee identified by the state agency and each elected or appointed officer of the agency shall complete a cybersecurity training program certified under Section 2054.519.

⁹ Sections 403.1067 and 556.0055 of the Texas Government Code both restrict lobbying expenditures.

(29 U.S.C. § 794), which prohibits discrimination on the basis of disabilities; (d) Americans With Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (e) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the Agreement.

15. RWRD will comply, as applicable, with the provisions of the Davis-Bacon Act¹⁰ (40 U.S.C. § § 276a to 276a-7), the Copeland Act¹¹ (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act¹² (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub-agreements.
16. RWRD will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
17. RWRD will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
18. RWRD will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970¹³, as applicable.
19. RWRD will ensure that the facilities under RWRD's ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that RWRD will notify ATCOG and the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

¹⁰ The Davis-Bacon Act (DBA) is a federal law that requires contractors and subcontractors to pay laborers and mechanics prevailing wages on federally funded construction projects. It was passed in 1931 and was the first federal law to set wage standards for non-government workers.

¹¹ The Copeland Act, also known as the Copeland "Anti-Kickback" Act, is a federal law that prohibits contractors from inducing workers to give up part of their pay. The law also requires contractors to keep certain employment records and pay workers a prevailing wage.

¹² The Contract Work Hours and Safety Standards Act (CWHSSA) is a United States federal law that **covers hours and safety standards in construction contracts**.

¹³ The Federal Fair Labor Standards Act (FLSA) regulates minimum wage and overtime pay for employees, while the Intergovernmental Personnel Act of 1970 (IPA) allows for temporary employee transfers between federal agencies, state and local governments, and other eligible organizations, enabling short-term assignments without losing employee benefits or rights; essentially, the FLSA focuses on worker compensation while the IPA facilitates personnel mobility across different government entities.

20. RWRD will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
21. RWRD will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
22. RWRD will comply with the Wild and Scenic Rivers Act of 1968¹⁴ (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
23. RWRD will assist the ATCOG and the OOG in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
24. RWRD will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
25. RWRD will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
26. RWRD will ensure it has adopted and implemented applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code, Sec. 85.001, et seq.
27. RWRD will comply with Public Law 103-277, also known as the Pro-Children Act of 1994, which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.
28. RWRD will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

¹⁴ The Wild and Scenic Rivers Act of 1968 protects rivers with exceptional natural, cultural, and recreational values. The act also preserves the free-flowing nature of these rivers.

29. RWRD will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
30. RWRD and its principals are not, nor will be, 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 or the System for Award Management (SAM) maintained by the General Services Administration.
31. RWRD acknowledges and understands the dispute resolution process provided in Chapter 2009 of the Texas Government Code¹⁵ is available to the parties to resolve any dispute arising under the agreement.
32. RWRD will submit timely, complete, and accurate reports in accordance with this Agreement and the grant and maintain appropriate backup documentation to support the reports.

¹⁵ The Governmental Dispute Resolution Act (Tex Gov't Code, Chapter 2009) provides explicit statutory authorization and encouragement of governmental entity ADR use. The Act conveys the Legislature's endorsement of ADR use by these entities and establishes ADR as an appropriate method of resolving public disputes.

EXHIBIT D

**QUARTERLY PROJECT STATUS REPORT
ARK-TEX COUNCIL OF GOVERNMENTS
(RIVERBEND WATER RESOURCES DISTRICT) – Contract
DEAAG 2025-01-01**

Due to ATCOG by the 5th calendar day of the month due. Information will be submitted by ATCOG from provided information.

Summary of Expenditures:

Quarter (Report Period)	Expenditures (\$ Amount)	Description

Percentage of Grant Project Completed:

Brief Narrative Explaining Expenditures:

Grant Project Status:

Signature of Kyle Dooley, Executive Director/CEO

Date

EXHIBIT E

PROJECT COMPLETION REPORT ARK-TEX COUNCIL OF GOVERNMENTS DEAAG 2025-01-01

Percent Completed: _____

ATCOG (RWRD) has successfully completed, and in a satisfactory manner, the GRANT PROJECT. The purpose of the grant was to utilize \$5 million DEAAG funds with \$5 million MATCH funds to assist Red River Army Depot and Red Riverbend Water Resources District to construct a new 1.5 MGD Industrial Waste Water Treatment Plant on a greenfield site by:

1. Procuring engineering services, and
2. Purchasing capital equipment for the project.

The total cost for the Grant Project is as follows:

- Grant Project Total \$
- Total \$

The following is a brief Grant Project scope summary:

This is to certify that an inspection of 100% of the completed Grant Project described below was conducted on the _____ day of _____, 20__.

Contracts were entered into for GRANT PROJECT between ATCOG and the following subcontractors:
[SUBCONTRACTORS.]

This is to further certify that all Equipment included as part of the grant budget has been purchased with the specified grant purpose, timeline, budget, and all addenda, change orders, and supplemental agreements thereto.

Signature

Date

Mary Beth Rudel

Executive Director

EXHIBIT F

DEAAG PROJECT IMPACT REPORT ARK-TEX COUNCIL OF GOVERNMENTS DEAAG 2025-01-01

Project Name:

Grantee Name: Ark-Tex Council of Governments

Address: 4808 Elizabeth Street
Texarkana, Texas 75503

Telephone: 903-832-8636 Fax: 903-832-3441

Contact Person: Mary Beth Rudel mrudel@atcog.org

Time Period Covered by Report: _____ to _____

Grant Project Performance Measures:

- Create, retain, or train _____ jobs by the completion of the Grant Project
- Grant Project Description:
- Grant Project Address:

Jobs Created:

Time Period	Active Full Time Jobs Created, Retained, or Student Trained
EX. 01/12 – 03/12	

Breakdown of Jobs Created:

Job Type	Jobs Created or Retained This Reporting Period	Total Jobs Created to Date
Direct Permanent Jobs		
Indirect Permanent Jobs		
Individuals Trained		
Total		

Businesses assisted or created this period: _____

Businesses assisted or created to date: _____

Grant Project Financial Impact

- Narrative summary of Impact
- Update on current Grant Project Status (include curriculum updates)

THE SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SUBMITTED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST KNOWLEDGE OF GRANTEE.

Signature

Date

Mary Beth Rudel_____

Executive Director_____

**MANAGEMENT/ADMINISTRATION SERVICES CONTRACT
RIVERBEND WATER RESOURCES DISTRICT
PART I - AGREEMENT**

THIS AGREEMENT, entered into this 25th day of February 2025, by and between the RIVERBEND WATER RESOURCES DISTRICT, hereinafter called "RWRD", acting herein by Kyle Dooley, hereunto duly authorized, and Ark-Tex Council of Governments hereinafter called "the Contractor", acting herein by Mary Beth Rudel.

WITNESSETH THAT:

WHEREAS, RWRD desires to construct a 1.5 MGD Industrial Wastewater Treatment Plant on a greenfield site by: (1) Procuring engineer services; and (2) Purchasing capital equipment for the project partially funded by the Office of the Governor (OOG), and Whereas RWRD desires to engage Ark-Tex Council of Governments to render certain professional administrative services (*not eligible expense through the Grant award*) in connection with this Project, Project Number **DEAAG 2025-01-01**.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the Contractor shall commence on February 25, 2025 (*official DEAAG contract date*). In any event, all of the services required and performed hereunder shall be completed no later than February 24, 2027.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Contractor by RWRD and its agents. No charge will be made to the Contractor for such information and RWRD and its agents will cooperate with the Contractor in every way possible to facilitate the performance of the work described in the Agreement.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Fifty Thousand dollars (\$50,000.00). Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement.
5. **Indemnification** – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless RWRD and its agents from and against them, and shall assume full responsibility for administering the project identified above.
6. **Miscellaneous Provisions**
 1. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bowie County, New Boston, Texas.
 2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 3. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.

4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
Signature

Kyle Dooley
(Printed Name)

Executive Director, Riverbend Water Resources District
(Title)

BY: _____
Signature

Mary Beth Rudel
(Printed Name)

Executive Director, Ark-Tex Council of Governments
(Title)

PROFESSIONAL SERVICES CONTRACT

PART II - SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to RWRD personnel on implementation of the DEAAG project and regulatory matters pertaining thereto.
4. Participate in the procurement of professional consulting engineering services through the request for proposal process as required by the Texas Government Cost regulations.
5. Furnish RWRD with necessary forms and procedures required for implementation of Contract with ATCOG for DEAAG project.
6. Assist RWRD in meeting specific award condition requirements that may be indicated in Grant Award **DEAAG 2025-01-01**.
7. Prepare and submit to OOG documentation necessary for reimbursements.
8. Assist RWRD with compliance regarding any environmental processes.
9. Prepare and submit Award Number **DEAAG 2025-01-01** quarterly progress reports.
10. Award Number **DEAAG 2025-01-01** compliance.
11. Comply with Exhibit A – **Approved Grant Budget** categories.

B. Financial Management

1. Assist ATCOG in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
2. Assist ATCOG in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (*if applicable*), and/or Depository/Authorized Signatory form to OOG.
3. Prepare all fund reimbursement invoices on behalf of RWRD to ensure required documentation on each invoice/vendor.
4. Prepare all fund reimbursements on behalf of RWRD in order to ensure orderly, timely payments within the allotted time period.
5. Review invoices received for payment and ensured compliance with back-up documentation.
6. Provide general advice and technical assistance to RWRD personnel on implementing projects and regulatory matters.

C. RWRD Industrial Wastewater Treatment Plant Construction

1. Establish procedures to document expenditure associated with Engineering and Capital Equipment purchases for the project:
 - Assist RWRD in determining whether and/or what eligible contract activities will be carried out through DEAAG funds.
 - Assist RWRD in maintaining adequate documentation of contractor(s), Capital Equipment, and Reimbursement requests.
2. Assist RWRD in Uniform State Grant Assurance Compliance:
 - Review expenses to follow Texas Grant Management Standards.
 - Ensure that records are available to the public during regular business hours as per Chapter 552 of the Texas Government Code.
 - Ensure that Section 231.006 of the Texas Family Code is included in all contracts relating to the DEAAG award actual words as indicated.
 - Assist RWRD with contract oversight to ensure performance in accordance with agreement and timeframes.
 - Assist RWRD with maintaining an appropriate contract administration system to monitor terms, conditions, and specifications.
 - Request wage rates from Department/Agency.
 - Assist RWRD in monitoring construction personnel relating to the Davis-Bacon Act.

- Review construction contract payroll documents to ensure compliance with the Fair Labor Standards Act.
- 3. Assist RWRD in the preparation of Environmental Report for the Greenfield site location including:
 - Documentation related to flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234.
 - Documentation of compliance relating to environmental control measures under the National Environmental Policy Act of 1969.
 - Documentation relating to protection of wetlands pursuant to EO 11990.
 - Documentation of evaluation of flood hazards in floodplains in accordance with EO 11988.
 - Documentation of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972.
 - Documentation of conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended.
 - Documentation of protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended.
 - Documentation for protection of endangered species under the Endangered Species Act of 1973, as amended.
 - Documentation to comply with the Wild and Scenic Rivers Act of 1968.
 - Documentation in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.
 - Documentation in compliance with the Archaeological and Historic Preservation Act of 1974.

D. Internal Process for Contract Compliance

1. Ensure RWRD has adopted and implemented applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code, Sec. 85.001. Retain Copy in Grant file.
2. Obtain copies of contractor(s) and employees E-Verify (for Grant file) if part of the RWRD Industrial Wastewater Project.
3. Assist RWRD SAM.gov compliance for contractors and vendors to check for ineligibility. Retain copies in grant file.
4. Assist RWRD with the timely submission of reports in accordance with ATCOG Agreement.

E. Closeout Procedures

1. Assist with Project Completion Report DEAAG 2025-01-01 and submit as per award.
2. Assist with DEAAG Project Impact Report and submit timely as per award.
3. Ensure that all project expenses are utilized by March 24, 2027.

PROFESSIONAL SERVICES CONTRACT

PART III - PAYMENT SCHEDULE

RWRD shall reimburse the Contractor for grant administration services provided for completion of the Scope of Services in the amount of Fifty Thousand dollars (\$50,000.00), based upon milestones depicting percentage completion of the Scope of Services. The payments to the Contractor will be made from funds provided by RWRD and not part of the grant funds. Milestones established for payment and the amounts paid are as follows:

Payment Schedule

Payment	Amount	Basis of Payment
I	<u>\$10,000.00</u>	PROJECT MANAGEMENT as per scope of services
II	<u>\$15,000.00</u>	FINANCIAL MANAGEMENT as per scope of services
III	<u>\$10,000.00</u>	INDUSTRIAL WASTEWATER TREATMENT PLANT CONSTRUCTION <ol style="list-style-type: none">1. Establish procedures for expenditure documentation2. Assist RWRD in Uniform Grant Assurance Compliance3. Assist RWRD in preparing Environmental Report for site
IV	<u>\$10,000.00</u>	INTERNAL PROCESS FOR CONTRACT COMPLIANCE as per scope of services
V	<u>\$ 5,000.00</u>	CLOSEOUT PROCEDURES as per scope of services
Total Payment	\$ 50,000.00	

All payments shall be made Quarterly based on invoice from Ark-Tex Council of Governments Development Department. Payment to the Contractor shall be made based on a percentage of those services in the amounts prescribed above.

PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, RWRD shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by RWRD as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

If the Contract is terminated by RWRD as provided herein, all finished or unfinished documents, information or reports prepared by the Contractor under this Contract shall, at the option of RWRD, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Contract for damages sustained by RWRD by virtue of any breach of the Contract by the Contractor, and RWRD may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due RWRD from the Contractor is determined.

2. **Termination for Convenience of RWRD.** RWRD may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by RWRD as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** RWRD may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between RWRD and the Contractor shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 - A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with RWRD.
 - B. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of RWRD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignment of Contract.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of RWRD thereto: Provided, however, that claims for money by the Contractor from RWRD under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to RWRD.
6. **Reports and Information.** The Contractor, at such times and in such forms as the award may require, shall furnish RWRD such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection

therewith, and any other matters covered by this Contract.

7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of RWRD.
8. **Compliance with Local Laws.** The Contractor shall comply with applicable laws, ordinances and codes of the State of Texas and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees:
The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - A. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap or national origin.
 - B. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - C. The Contractor will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. **Interest of Members of the Contractor.** No member of the governing body of the Contractor and no other officer, employee, or agent of the Contractor who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and RWRD shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the Contractor and no other public official of the Contractor, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and RWRD shall take appropriate steps to assure compliance.

16. **Interest of Firm and Employees.** The Contractor covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.