

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)
)
) **AMENDMENT** 2 **TO CONTRACT NO.** CA-0001117
NO. COUNTY OF TRAVIS)(

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the above referenced contract, TPWD hereby amends the project entitled "Restoration of spring habitat occupied by federally threatened Salado Salamanders (*Eurycea chisholmensis*)" as follows:

Section VIII., CONTRACT INFORMATION, is updated with a personnel change as follows:

WCCF Project coordinator
Joshua D. Renner
Director, Environmental Programs
Williamson County Conservation Foundation (WCCF)
219 Perry Mayfield
Leander, Texas 78641
512-943-1921
Josh.renner@wilco.org

Section X., MISCELLANEOUS PROVISIONS, is updated with the following new terms and conditions:

U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions. The Service Financial Assistance Award Terms and Conditions posted on the Internet at <https://www.fws.gov/grants/atc.html> apply to the USFWS Subrecipient and their subrecipients and contractors.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Byrd Anti-Lobbying Amendment: Performing Entity certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Performing Entity to conduct such lobbying activities, Performing Entity shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Performing Entity acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Clean Air Act and Federal Water Pollution Control Act: Performing Entity represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity

certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will 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.

The total reimbursable contract amount remains \$ 30,645 (Thirty thousand six hundred forty-five dollars) with the minimum match requirement of \$ 10,215 (Ten thousand two hundred fifteen dollars).

The Contract termination date remains December 31, 2023.

This Amendment shall become effective upon signature of both parties. All other terms and conditions not hereby amended are to remain in full force and effect.

**TEXAS PARKS AND WILDLIFE
DEPARTMENT**

WILLIAMSON COUNTY

By: _____
Amy Ringstaff, CTCM, CTCD
Contract Specialist

By: _____
Authorized Signature

Date

Date

SAM UEID: EVA9NVGH2K85

SAM UEID: C4BDCBLYNND6