

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)(
)(AMENDMENT NO. 1 TO CONTRACT NO. CA-0002862
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 executed March 17, 2022, TPWD hereby amends the project titled, "Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species" as follows:

The Contract term is extended by twelve (12) months per Section IX., TERM OF CONTRACT, due to the addition of another species to the Habitat Conservation Plan (HCP) and data gaps pertinent to several other species included in the HCP. The new termination date is December 31, 2025.

The total reimbursable Contract amount remains \$712,146 (seven hundred twelve thousand one hundred forty-six dollars) with a minimum match requirement of \$287,854 (two hundred eighty-seven thousand eight hundred fifty-four dollars). The total contract amount is \$1,000,000 (one million dollars). Budgeted monies not spent in a given fiscal year are eligible to be rolled over to the following fiscal year(s).

SECTION II., STATEMENT OF SERVICES TO BE PERFORMED (WORK), is updated as follows:

Funding and Acknowledgement is replaced in its entirety by the following:

Funding and Acknowledgement: This subaward is funded through the U.S. Fish and Wildlife Service (USFWS), Grant Number F21AP04181-01 titled, "Amendment Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species," issued September 22, 2021, and Grant Amendment F21AP04181-02, issued November 4, 2024 and effective October 3, 2024. The grant and amendment are issued to TPWD under the authority of the State Wildlife Grants Grant Program (CFDA# 15.615). All publications arising from this project shall acknowledge TPWD, as well as USFWS, as funding sources.

Performance Reports is amended as follows as indicated in bold and underlined.

Performance Reports: WC shall submit following guidelines provided by TPWD a Final Report on or before January 31, 2026. The Report shall then be forwarded to USFWS, Austin for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for WC, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Reporting Schedule is amended as follows as indicated in bold and underlined:

Reporting Schedule: WC must submit reports upon request, and no later than due dates below:

Table with 3 columns: Report Type, Reporting Period, Due Date. Rows include Annual (2022-2023), Annual (2023-2024), Annual (2024-2025), and Final (2022-2025).

Data and Analyses is amended as follows as indicated in bold and underlined:

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and WC, and will be presented to TPWD in an electronic format

determined by TPWD upon request, and not later than **January 31, 2026**. TPWD agrees to refrain from publishing any results or analysis of this study for two (2) years after the termination date of contract, after which TPWD may publish with no restriction. This Contract is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds

The following provision is added to the Contract:

Subrecipient Monitoring Plan: To ensure the subaward is used for authorized purposes and in compliance with federal statutes, regulations, and terms and conditions, WC shall comply with and follow the instructions in the attached "TPWD Subrecipient Monitoring Plan" in Attachment G.

SECTION XI. GENERAL TERMS AND CONDITIONS is amended as follows:

Dispute Resolution clause is replaced as follows to update Chapter reference.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2260 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Other Law clause is replaced as follows to correct Attachment references currently in the contract:

Other Law: In the performance of this Contract, Performing Entity shall comply with all other applicable federal, state, and local laws, ordinances, and regulations including but not limited to the following:

- a) Federal Assurances (Form SF-424B for Non-Construction) in Attachment D, which the Performing Entity certifies by signing the Attachment.
- b) Certifications Regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in Attachment E, which the Performing Entity certifies by signing the Attachment.
- c) Financial Assistance Award Terms and Conditions per <http://www.fws.gov/grants/atc.html>, to which the Performing Entity certifies by signing this Contract.
- d) Federal Contract Provisions in Attachment F, to which the Performing Entity certifies by signing this Contract.

The following terms are added to the Contract for Federal and State compliance:

Drug-Free Workplace: The Performing Entity shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988.

Procurement of recovered materials: Performing Entity and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the

preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

This Amendment shall become effective upon authorized 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 on behalf of
WILLIAMSON COUNTY CONSERVATION
FOUNDATION**

By: _____
David Yoskowitz, Ph.D.
Executive Director

By: _____
Authorized Signature

Date

Date

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TPWD Subrecipient Monitoring Plan

Purpose:

As per 2 CFR §200.332(d), TPWD is required to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In addition to review of annual performance reports, depending upon the assessment of risk posed by this subrecipient, TPWD may identify monitoring tools to be used to ensure proper accountability and compliance with program requirements and achievement of performance goals. The TPWD Project Coordinator must document monitoring of the subrecipient for the duration of the project and file where Federal Aid staff can access for future audits.

Instructions:

Select any monitoring which should be implemented for this subrecipient based on the results of the risk assessment. Upon completion, the form is to be filed in the appropriate federal award folder by the managing Federal Aid Coordinator, as well as attached to the corresponding contract by the managing Contract Specialist.

Subrecipient Name: Williamson County Conservation Foundation	
Subrecipient Project Coordinator: Joshua Renner	
Subrecipient Type: Non-profit Organization	EIN/UEI Number: 746000978 / C4BDCBLYNND6
Federal Award Number: F21AP04181	CFDA: 15.615
Completed By: Chelsea Acres	Date of Assessment: 11/19/2024

- Pre-award meeting with programmatic and fiscal staff (new subrecipient, new Principal Investigator, new fiscal staff, etc.)
- Monthly progress updates via email or phone call
- Quarterly progress updates via email or phone call
- Other progress update schedule: annual performance reporting and quarterly invoice review
- Updates at major milestone (if applicable, e.g., construction projects)
- Before/During/After photos (if applicable, e.g., construction projects)
- Site visit, conference calls or other direct communication at beginning of project for planning of expenditure tracking and/or compliance for site-by-site projects
- Site visits during field work (data collection, construction projects)
- Review of project data, preliminary data (research)
- Presentation(s) of progress to TPWD staff (research)
- Final site inspection prior to final payment and closeout (construction)
- Other: [Click here to enter text.](#)