

**CONTRACT AMENDMENT BETWEEN  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND  
CITY OF CORPUS CHRISTI**

**Amendment Number 1**

Pursuant to Article 1 Section 1.2, Amendments and Minor Changes, of the Special General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and City of Corpus Christi agree to amend Contract Number 582-20-11981 as follows:

<b>Original Amount of Grant Obligation</b>	<b>\$ 281,250.00</b>
<b><u>Amendment No. 1</u></b>	<b><u>\$ 417,658.38</u></b>
<b>Revised Maximum Total TCEQ Obligation</b>	<b>\$ 698,908.38</b>

1. In accordance with Article 2.2, Maximum Authorized Reimbursement, of the General Terms and Conditions, the Maximum Authorized Reimbursement Amount is increased by \$417,658.38. The Maximum Authorized Reimbursement Amount on the Contract Signature Page now reads \$698,908.38.
2. In accordance with Article 1.3, Extensions, of the General Terms and Conditions, the Expiration Period of Contract Number 582-20-11981 is extended to December 31, 2023.
3. General Terms and Conditions 2.6, Abortion Funding Limitations, is replaced with the following:

**Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 Prohibited Transactions.

4. The following is added to the Special Terms and Conditions of the Contract:

**11. Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, during the term of the Contract and each renewal.

a. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system or TCEQ database.

b. Within seven (7) days after the execution of the Contract and any renewals, Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the training requirements. For applicable umbrella contracts, Contractor shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.

c. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during the term of the Contract or renewal, Contractor shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.

d. For the term of the Contract and each renewal, all Performing Party representatives subject to the training requirement must complete DIR-certified training within seven (7) calendar days after TCEQ provides access to the training, unless the Performing Party provides evidence to TCEQ that the Performing Party representative previously completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.

e. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.

f. TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.

g. TCEQ may terminate the Contract for Cause if a Performing Party's representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.

5. The Level-of-Effort Certification described in Article 4.2 of the General Terms and Conditions is incorporated as Attachment F to this Amendment.

The Effective Date of this Amendment is the date of last signature. All other terms, conditions, and requirements remain unchanged and shall apply to all modifications made through this Amendment.

**TCEQ:**

Texas Commission on Environmental Quality

By: \_\_\_\_\_  
(Signature)

Tonya Baer  
(Printed Name)

Director, Office of Air  
(Title)

Date: \_\_\_\_\_

**Grantee:**

City of Corpus Christi

By: \_\_\_\_\_  
(Signature)

Neiman Young  
(Printed Name)

Assistant City Manager  
(Title)

Date: \_\_\_\_\_

## **Attachment F: Level-of-Effort Certification**

(Certification(s) must be returned with each invoice per General Terms and Conditions Section 4.2)

**Level-of-Effort Certification**  
**[Month] 20[XX]**  
**Employee Name: [Name]**

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

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

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Supervisor Name

\_\_\_\_\_

\_\_\_\_\_

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