



Mario I. Maldonado Jr 5-17-24
MARIO I. MALDONADO JR.
CITY SECRETARY



SUBRECIPIENT AGREEMENT

Subrecipient: City of Laredo Environmental Services Subcontract Period: 6/1/24 – 5/31/25
IDC Rate: 0.00% UEI: HWX7C56NNUV1
Subcontract Amount: \$16,000.00 Subcontract #: CO-24-175

This AGREEMENT is between the Texas A&M Forest Service, an agency of the State of Texas and member of The Texas A&M University System ("TFS"), and The City of Laredo Environmental Services ("SUBRECIPIENT").

TFS and the United States Department of Agriculture, Forest Service ("SPONSOR"), have entered into prime grant/contract 23-DG-11083148-430, further identified as TFS account 439322, which involves the project entitled "City of Laredo Arbor Day" (see Appendix B). TFS has determined that it is in the best interests of TFS and SPONSOR to obtain the assistance of SUBRECIPIENT to plant community trees in Laredo, TX. SUBRECIPIENT has proposed to assist TFS in the accomplishment of this work.

The parties agree as follows:

ARTICLE 1. SCOPE OF WORK

To utilize the staff and facilities of SUBRECIPIENT and its cooperators to plant trees in Laredo, TX. Grant and matching funds may be used for contracting, supplies for tree planting, and related costs. Ineligible costs include concrete and hardscape, food, and invasive species as determined by TFS.

Specifically, objectives are as follows:

Objective 1: Attend virtual Community Forestry Grants Training (Date TBD).

Objective 2: Create and submit a specific project timeline to TFS within 30 days of Community Forestry Grants Training. Template for project timeline will be provided during the Community Forestry Grants Training.

Objective 3: Conduct proposed project (see Appendix C) within the 1-year grant period to plant community trees.

Objective 4: Provide a report to TFS of accomplishments quarterly, with reports due within 14 days of the end of each quarter, including photos and other media. Template for the report will be provided during the Community Forestry Grants Training.

Objective 5: Provide a report to TFS of final accomplishments within 30 days of grant close. Template for the final report will be provided during the Community Forestry Grants Training.

ARTICLE 2. PERIOD OF PERFORMANCE

The period of performance for this AGREEMENT commences on June 1, 2024, and terminates on May 31, 2025, unless extended by agreement in writing between the parties, or unless terminated by TFS as provided in ARTICLE 9.

ARTICLE 3. PROJECT DIRECTION

TFS hereby names Mac Martin (979) 458-7373 as its PROJECT DIRECTOR. The PROJECT DIRECTOR shall exercise the technical direction of this project on TFS's behalf within the general scope of work. SUBRECIPIENT shall refer all matters affecting the terms of this AGREEMENT or the administration thereof to the PROJECT DIRECTOR, including but not limited to, changes in the scope of work, period of performance, cost, and report requirements. SUBRECIPIENT acknowledges that the PROJECT DIRECTOR is not authorized to amend or waive, on behalf of TFS, any terms of this AGREEMENT.

ARTICLE 4. CONSIDERATION AND PAYMENT

As consideration for its performance under this AGREEMENT, TFS shall pay SUBRECIPIENT a cost-reimbursable amount not to exceed \$16,000.00. SUBRECIPIENT may use grant and matching funds for salary and benefits and additional match will consist of office expenses, supplies, and equipment. TFS shall pay on a reimbursement basis upon submission of approved cost records AND a project final report. TFS may accept interim reports detailing partial project accomplishments and costs for partial payment. Payment of invoices shall be contingent upon approval by the PROJECT DIRECTOR. SUBRECIPIENT shall provide proof-of-payment records for all purchases. These include source documentation such as invoices, cancelled checks, paid receipts, payroll or time and attendance records and contract documents. SUBRECIPIENT shall retain cost records for at least three years following conclusion of the project. All payments are provisional and subject to adjustment within the total estimated cost if adjustment is necessary due to an adverse audit finding against SUBRECIPIENT.

ARTICLE 5. NOTICES

Any notices required or permitted under this AGREEMENT must be in writing and will be deemed given: (a) three business days after it is deposited and postmarked with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Each party may change its notice address by sending to the other party a notice of the new address. Notices must be addressed as follows:

TFS Administrative Contact:

Texas A&M Forest Service
ATTN: Becky Cupit, Grants Administrator III
200 Technology Way, Suite 1120
College Station, TX 77845-3424
Telephone no: 979-458-6683
Email: bcupit@tfs.tamu.edu

Subrecipient's agent:

City of Laredo Environmental Services
ATTN: Ruby Miranda, Program Manager
619 Reynolds
Laredo, TX 78040
Telephone no: 956-794-1658
Email: rvmiranda@ci.laredo.tx.us

ARTICLE 6. INDEPENDENT CONTRACTOR

This AGREEMENT is not intended to create and does not establish a partnership, joint venture, or employment relationship between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This AGREEMENT is not intended to make employees of either party employees of the other; nor is it intended to make the employees of either party entitled or eligible to participate in any benefits or privileges given or extended by the other party to its employees.

ARTICLE 7. LIABILITY

At all times during and after the termination of this AGREEMENT, SUBRECIPIENT shall, to the extent authorized under Texas law, indemnify and defend TFS, The Texas A&M University System, its regents, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expense, or liability of any kind arising out of or in connection with SUBRECIPIENT's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of TFS.

At all times during and after the termination of this AGREEMENT, TFS shall, to the extent authorized under Texas law, indemnify and defend SUBRECIPIENT, its directors, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses, or liability of any kind arising out of or in connection with TFS's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of SUBRECIPIENT.

ARTICLE 8. RECORDS AND AUDIT

All costs incurred by SUBRECIPIENT in the performance of this AGREEMENT are subject to final review and audit by representatives of SUBRECIPIENT's cognizant Federal Audit Agency; the Comptroller General of the United States; the General Accounting Office; and/or TFS. SUBRECIPIENT shall maintain documents required by applicable Federal Cost Principles and FAR 52.215-1 (Examination of Records by Comptroller General) to support all invoiced costs during and for at least three years after termination of this AGREEMENT or, if under audit, for as long as is required to resolve. During this period, SUBRECIPIENT shall make such records available for inspection by the audit representatives during normal business hours.

ARTICLE 9. TERMINATION

TFS may terminate this AGREEMENT by written notice to SUBRECIPIENT. Upon termination, TFS shall reimburse SUBRECIPIENT as specified in Article 4 for all allowable costs and non-cancelable commitments incurred in the performance of this AGREEMENT to the date of termination, such reimbursement not to exceed the not-to-exceed cost specified in Article 4.

ARTICLE 10. CERTIFICATIONS

SUBRECIPIENT, and SUBRECIPIENT's authorized representative who signs this AGREEMENT, hereby certify, to the best of their knowledge and belief, to the following:

Certification Regarding Lobbying (2 CFR 200.450)

No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, in accordance with 2 CFR 200.450. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, SUBRECIPIENT shall complete and submit SF-LLL, "Disclosure Form to Report Lobbying," to TFS. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

Neither SUBRECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

SUBRECIPIENT shall provide TFS with notice of any adverse findings which impact this AGREEMENT. SUBRECIPIENT certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and shall supply a certification, attached hereto as APPENDIX A, for each fiscal year that this AGREEMENT is in effect. SUBRECIPIENT shall provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

SUBRECIPIENT shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Reporting Subawards and Executive Compensation.

SUBRECIPIENT shall comply, to the extent applicable, with the award terms in U.S. OMB regulatory guidance, "Reporting Subaward and Executive Compensation Information," 2 CFR Part 170, Appendix A.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, SUBRECIPIENT may not obligate or expend funds received under this AGREEMENT to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

ARTICLE 11. GENERAL PROVISIONS

The terms of Appendix B are incorporated into this AGREEMENT. To the extent the terms of Appendix B between SPONSOR and TFS apply to this AGREEMENT, then TFS hereby assumes toward SUBRECIPIENT all the obligations, rights, duties, and redress that SPONSOR under Appendix B assumes toward TFS. In an identical way, SUBRECIPIENT assumes toward TFS all the obligations, rights, duties, and redress that TFS assumes toward SPONSOR under Appendix B. Should any terms of Appendix B conflict with the terms in the body of this AGREEMENT, the terms in the body of this AGREEMENT will control. SUBRECIPIENT shall abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this AGREEMENT to the extent those restrictions are pertinent.

This AGREEMENT contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter. This AGREEMENT may only be amended or superseded if expressly stated in a written agreement signed by an authorized representative of each party. Each party hereby objects to any different or additional terms on any purchase order, invoice, acknowledgement, or similar form.

SUBRECIPIENT may not assign this AGREEMENT, in whole or in part, without the prior written consent of TFS. Any attempt to do so is void.

SUBRECIPIENT may not use the name or any adaptation of the name of TFS, The Texas A&M University System, or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement.

Neither party will be liable or responsible to the other party nor be deemed to have breached this AGREEMENT for failure or delay in fulfilling or performing any obligation under this

AGREEMENT if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), uses reasonable efforts to avoid or remove such causes of nonperformance, and continue performance with reasonable dispatch when such causes are removed. The affected party shall provide the other party with prompt written notice of any delay or failure to perform that occurs due to force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

The failure of either party at any time to require performance by the other party of any provision of this AGREEMENT will not affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Each provision of this AGREEMENT is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this AGREEMENT remain valid, legal, and enforceable.

SUBRECIPIENT acknowledges that TFS, as an agency of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under Texas law. Nothing in this AGREEMENT is intended to waive or relinquish TFS's sovereign immunity or any other exemptions, remedies, privileges, or immunities as may be provided by law, or to exceed the authority granted to TFS under Texas law or the U.S. Constitution.

To the extent applicable, SUBRECIPIENT shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this AGREEMENT, and that process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT shall submit written notice of a claim of breach of contract under this chapter to TFS's designated official, who will examine SUBRECIPIENT's claim and any counterclaim and negotiate with SUBRECIPIENT in an effort to resolve the claim.

The parties have executed this AGREEMENT on the day and year last specified below.

Texas A&M Forest Service

By: Al Davis
Al Davis
Director

Date: 4/23/24

City of Laredo Environmental Services

By: Joseph W. Thel
Title: CITY MANAGER
Date: 5-16-24

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