

Amendment of Contract

This Amendment of Contract is made for the contract of Professional Services Agreement previously executed between the Central Interstate Low-Level Radioactive Waste Compact Commission, hereinafter referred to as "Commission" and the State of Oklahoma, ex.rel, the Department of Environmental Quality hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to amend the following that was previously executed . The amendments are as follows:

1. Executing first option of renewal period of one year as provided in Section one. The renewal will be effective July 1, 2022 to June 30, 2023.
2. Replace Section 5 A. Invoicing and Payment with the following:
The payment under this Agreement is Five Thousand Dollars (\$5,000.00) per state fiscal year, divided into two payments of Two Thousand Five Hundred Dollars (\$2,500.00). Within thirty (30) days of the end of June and December each year, Department shall submit an invoice to the Commission for \$2,500.00. The total amount to be invoiced by Contractor shall not exceed \$5,000.00 unless amended in accordance with Section 9 of this agreement.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

In witness whereof, this Contract and Amendments is now consisting of Five (5) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

**Central Interstate Low-Level Radioactive
Waste Compact Commission
PO Box 1042
Oklahoma City, OK 73101-1042**

**State of Oklahoma
Oklahoma Department of
Environmental Quality
707 N. Robinson, P.O. Box 1677,
Oklahoma City, Oklahoma, 73101-1677**

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized
Representative

Catherine Sharp
Printed Name of Authorized
Representative

Commission Chair
Title of Authorized Representative

Administrative Services Division Director
Title of Authorized Representative

Professional Services Agreement

THIS AGREEMENT is between the Central Interstate Low-Level Radioactive Waste Compact Commission ("**COMMISSION**") and the Oklahoma Department of Environmental Quality ("**DEQ**", hereafter referred to as "**CONTRACTOR**") under the authority of Title 27A O.S. Sections 2-3-202 and 2-8-101 *et seq.* **THIS AGREEMENT** is for **CONTRACTOR** to provide certain administrative services on behalf of the **COMMISSION**.

1. AGREEMENT DURATION. The **AGREEMENT** shall be effective from July 1, 2021 to June 30, 2022 and may be renewed at one (1) year intervals for up to one additional state fiscal year (July 1st to June 30th) at the same terms, unless modified in an contract amendment. Provided, this **AGREEMENT** shall not take effect until the **CONTRACTOR** possesses an original document containing the signatures of both parties.

2. TERMINATION.

A. Termination For Cause: The **COMMISSION** may terminate the Contract for default or other just cause with a 30 day written request and upon written approval. The **CONTRACTOR** may terminate the Contract for default or any other just cause upon a 30-day written notification to the **COMMISSION**. The **CONTRACTOR** may terminate the Contract immediately, without a 30-day written notice to the **COMMISSION**, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice.

B. Termination For Convenience: The **CONTRACTOR** may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The **CONTRACTOR** shall terminate the Contract by delivering to the **COMMISSION** a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the **CONTRACTOR**, State Purchasing Director or a delegated representative.

3. CHOICE OF LAW. Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

4. CHOICE OF VENUE. Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

5. INVOICING AND PAYMENT.

A. Within thirty (30) days of the end of each quarter, the **CONTRACTOR** will submit an itemized invoice to the **COMMISSION** on a cost recovery basis for any miscellaneous costs and full payroll costs associated to the percent of employee's time paid by the **CONTRACTOR** for expenses recorded for services provided to the **COMMISSION**. (Full payroll costs includes salaries, benefits, and any associated indirect cost allocated to services provided for employee hours spent on **COMMISSION** duties.) Such invoice shall include a summary of dates and hours recorded by the **CONTRACTOR** to the **COMMISSION** along with details of any miscellaneous expenses. The total amount to be invoiced by **CONTRACTOR** shall not exceed seven thousand

dollars (\$7,000.00) per state fiscal year, unless amended in accordance with Section 9 of this agreement.

B. Communications regarding invoicing and payment shall be directed to:

FOR COMMISSION

Administrator
Central States Compact
P.O. Box 1042
Oklahoma City, OK 73101
(405) 702-5220
Admin@cillrwcc.org

FOR CONTRACTOR

Amber Miller, Comptroller
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, OK 73101-1677
(405) 702-0193
amber.miller@deq.ok.gov

AND

The COMMISSION Chair at the email address to be provided by COMMISSION.

C. The COMMISSION will remit payment within (30) days of receipt.

6. DUTIES OF THE CONTRACTOR.

A. CONTRACTOR will perform certain administrative services on behalf of the COMMISSION, such as:

- i. communicating with the Commission Chair, other Commissioners, and low-level radioactive waste generators from each of the Compact states,
- ii. preparing the Commission's budget, Annual Report and other reports in consultation with the Commission Chair,
- iii. maintaining Commission records,
- iv. preparing agendas, making other arrangements as needed for Commission meetings, and taking minutes at meetings,
- v. working directly with the Commission's auditor and providing necessary Commission records for the annual audit,
- vi. assisting Commissioners with travel associated with official Commission business, and
- vii. paying Commission bills and handling the financial matters related to the Commission.

B. Additional duties assigned to the CONTRACTOR will be provided in writing to the CONTRACTOR'S contact at the time of assignment.

7. DUTIES OF THE COMMISSION. COMMISSION shall be solely responsible for certain functions such as, but not necessarily limited to: maintaining its own financial accounts, hiring outside contractors or counsel, and purchases solely for the benefit of the COMMISSION.

8. OTHER DUTIES AND ASSURANCES.

A. COMMISSION agrees to hold CONTRACTOR harmless from any claims, demands or other liabilities resulting from any act or omission to act on the part of CONTRACTOR or its agents in the performance of this AGREEMENT.

B. CONTRACTOR shall comply with all federal, state and local laws that may be applicable to the services performed under this AGREEMENT.

C. Both CONTRACTOR and the COMMISSION agree that their respective responsibilities under this AGREEMENT may not be assigned or delegated without written approval of the other.

D. COMMISSION will maintain physical operational needs such as a post office box, records and files storage, and banking services that allow for access by the CONTRACTOR without the need for significant travel.

E. COMMISSION will reimburse CONTRACTOR for all travel expenses related to COMMISSION business not paid by COMMISSION.

9. AMENDMENT. This AGREEMENT may be modified, changed, or amended only by an instrument in writing, signed and dated by both parties and appended hereto.

10. NOTICE. All notices shall be by letter, telephone or email. All notices given by telephone shall be confirmed in writing, by letter or email, within five (5) days of such notice. All written notices between CONTRACTOR and the COMMISSION, excluding invoices, shall be through the Oklahoma Commissioner, or alternate if one is appointed, with copy to the Commission Chair. Written notices by letter shall be by certified mail.

11. SEVERABILITY. The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

12. AUDIT AND RECORD.

A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract both parties agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

B. The COMMISSION is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of

the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

13. CONTRACTOR NOT LIABLE. Liabilities of the COMMISSION for its actions or decisions related to the Low-Level Radioactive Waste Policy Act (42 U.S.C. §§ 2121b – 2121d), the Central Interstate Low Level Radioactive Waste Compact at 27A O.S. § 2-8-101 et seq., or any complementary legislation enacted in Arkansas, Kansas, Louisiana, or the United States shall not be deemed liabilities of the CONTRACTOR or the State of Oklahoma.

FOR THE CONTRACTOR

FOR THE COMMISSION

Catherine Sharp

Digitally signed by Catherine Sharp
Date: 2021.07.08 09:58:03 -05'00'

Catherine Sharp,
Administrative Services Division Director



Kelly Dixon
Chairperson

DATE: _____

DATE: 6-30-21