

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
TEXAS A & M UNIVERSITY - CORPUS CHRISTI AND  
THE CITY OF CORPUS CHRISTI**

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|---|---|
| <b>State Agency</b><br>Texas Commission on Environmental Quality  | <b>Grant Number</b><br>582-24-01390   |
| <b>Subrecipient</b><br>Texas A&M University – Corpus Christi  | <b>Subrecipient Grant Amount</b><br>Award# 582-24-01390: \$ 125,551.00<br><br><b>Total Grant Funds Awarded: \$ 125,551.00</b>   |
| <b>Subrecipient UEI</b><br>Y3RET2XN41S5   |   |
| <b>Grant Issuance Date (Start Date)</b><br>Upon Execution of Agreement  | <b>Grantee Match Amount Required</b><br>Award# 582-24-01390: \$0.00<br><br><b>Total for all State Fiscal Years: \$0.00</b>  |
| <b>Grant Expiration Date (End Date)</b><br>December 31, 2025  | <b>Match Percentage Required: 0%</b>  |
| <b>Grant Authority</b><br>Texas Water Code §5.124   | <b>Grant Description</b><br>The Performing Party will implement all grant activities in order to monitor ozone and inventorying emissions, as required in Rider 7, Texas Commission on Environmental Quality, Article VI of the General Appropriations Act of the 88th Legislature. |
| <b>Grantee</b><br>City of Corpus Christi  |   |
| <b>Agreement Purpose</b><br>The Texas A & M University-Corpus Christi ("Subrecipient") and the City of Corpus Christi ("City") enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.<br><br>The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the Subrecipient and the City; (b) this Contract consists of all documents specified in the list of Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Grant Management Standards (TxGMS) and this Contract. |   |
| <b>Subrecipient is an institute of higher education.</b>  |   |
| <b>Exhibits and Order of Precedence</b><br>The following Exhibits and attachments are included with this Agreement:<br>1. Exhibit A, Contract with Grantor<br>2. Exhibit B, Statement of Work<br>3. Exhibit C, Approved Budget<br><br>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:<br>1. Exhibit A, Contract with Grantor<br>2. Exhibit B, Statement of Work  |   |
| <b>Principal Representatives</b><br>For the Grantee:<br>Dante Gonzalez, Ph.D.<br>City of Corpus Christi<br>1702 Horne Road<br>Corpus Christi, TX 78416<br><br>For Subrecipient:<br>J. David Felix, Ph.D.<br>Texas A&M University – Corpus Christi<br>6300 Ocean Drive, NRC #2200<br>Corpus Christi, TX 78412  |   |

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
TEXAS A & M UNIVERSITY - CORPUS CHRISTI AND  
THE CITY OF CORPUS CHRISTI**

**WHEREAS**, Texas A & M University-Corpus Christi ("Subrecipient") and the City of Corpus Christi ("City") are authorized by Chapter 791 of the Texas Government Code to enter into an interlocal cooperation contract (the "Agreement");

**WHEREAS**, Subrecipient has been a partner in the City's air quality planning activities for the Coastal Bend Region through Subrecipient's Pollution Prevention Partnership program;

**WHEREAS**, the City desires to continue its partnership with Subrecipient in this effort;

**WHEREAS**, the Corpus Christi Ozone Near Nonattainment Area Research and Planning Activities includes identifying sources of emissions, the development of pollution prevention strategies for reducing emissions, other action plans for improving the Corpus Christi area air quality and maintain compliance with federal ozone standards;

**WHEREAS**, the 88th Texas legislature at Article VI of the General Appropriation Act ("Rider 7") made funds available to the Texas Commission on Environmental Quality ("TCEQ") to conduct air quality planning activities in areas considered to be near non-attainment;

**WHEREAS**, the City entered into a State Funded Grant Agreement ("Grant"), Contract No. 582-24-01390 with the Texas Commission on Environmental Quality ("TCEQ") for air quality planning activities in areas considered to be near non-attainment for the ozone standard under the Federal Clean Air Act Amendments of 1990, which activities may include without limitation identifying, inventorying, and monitoring of current pollution levels; modeling future pollution levels and the identification and quantification of potential pollution reduction through voluntary control, and which activities will be consistent with TCEQ monitoring, inventory and modeling approaches and infrastructure, and conduct air quality planning activities in the Coastal Bend Region;

**WHEREAS**, an element of the City's proposal for the Grant was Subrecipient's proposed "Corpus Christi Ozone Near Nonattainment Area Research and Planning Activities" as a continuation of the City's Regional Air Quality Program;

**WHEREAS**, the grant provides funding for Corpus Christi Ozone Near Nonattainment Area Research and Planning Activities and other types of air quality planning activities and projects that the City, in cooperation with its partners, will complete by December 31, 2025;

**WHEREAS**, Subrecipient has received a copy of TCEQ Contract No. 582-24-01390, including the Statement of Work, and agrees that it can perform the work in accordance with the Statement of Work; and

**WHEREAS**, the technical support contemplated by this Agreement is of mutual interests and benefit to Subrecipient and City; it will further the status, the instructional and research objectives of Subrecipient, in a manner consistent with its status as an agency of the State of Texas; and it will help the City accomplish objectives of its "Ozone Advance Intergovernmental Agreement" with the United States Environmental Protection Agency ("EPA") and TCEQ;

**NOW, THEREFORE**, the parties hereto agree as follows;

1. **GRANT SUBCONTRACT.** Both the City and Subrecipient acknowledge that this Agreement is a subcontract to the City's Grant from TCEQ (TCEQ Contract No. 582-24-01390) and that the terms and conditions of the Grant control the administration and execution of this contract.
  - a. The TCEQ Grant No. 582-24-01390 is incorporated into this Agreement by reference and is attached.

- A copy of TCEQ Contract No. 582-24-01390 has been provided to Subrecipient.
- b. In the event any provision of this Agreement conflicts with terms of the Grant, the terms of the Grant control the administration and execution of this Agreement.
  - c. Subrecipient agrees to comply with all requirements imposed by TCEQ that are applicable to subcontractors.
  - d. Subrecipient agrees to conduct all of its activities in compliance with the terms of the Grant, and not to take any action that would cause or contribute to the City defaulting upon the terms of the Grant.
  - e. Subrecipient shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by Subrecipient under this Agreement. Subrecipient must perform the work in conformity with the standards and guidance documents provided by the TCEQ, the City and TCEQ may withhold reimbursement for costs of non-conforming work.
2. **STATEMENT OF WORK.** Subrecipient agrees to use its best efforts to perform Tasks 1-4 in the Statement of Work in **Exhibit B** by December 31, 2025.
3. **PRINCIPAL INVESTIGATORS.** The program will be supervised by Dr. J. David Felix, of the College of Science – Physical and Environmental Sciences. If, for any reason, Dr. Felix is unable to continue to serve as Principal Investigator, and a successor acceptable to both Subrecipient and the City is not available, the Agreement shall be terminated as provided in paragraph 8.
4. **PERIOD OF PERFORMANCE.** The program shall be conducted from the execution date of the contract through December 31, 2025.
5. **FINANCIAL AND ADMINISTRATIVE MANAGEMENT.** The Subrecipient assures that the fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
6. **PRICE AND PAYMENT.** As compensation for the performance of the Agreement, the City agrees to reimburse Subrecipient up to **\$125,551.00** for expenses authorized under the Grant, as seen in **Exhibit C**.
- a) The City will reimburse Subrecipient in accordance with the applicable Budget for the Project, and all subsequently authorized budget revisions or budget amendments to that budget, and in a total Contract amount not to exceed **\$125,551.00**.
  - b) The City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities under this Contract. If the City does not receive sufficient funds to make payments pursuant to this Contract or if the award of Grant Funds is reduced, then City, at its sole discretion, may elect to terminate this Contract or reduce the **Scope of Work** and compensation associated with the applicable Project. City shall notify Subrecipient in writing of its determination within a reasonable time.
  - c) The City shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.
  - d) **Allowable Costs** means *those costs which are necessary, reasonable and allowable under applicable federal, state, and local law for the proper administration and performance of the services to be provided under this Contract.* The City's payment obligation under this Contract is limited to making payments for Allowable Costs incurred as a direct result of City-funded services provided by Subrecipient in accordance with this Contract and consistent with budgeted categories in the applicable Budget. Approved Budget Revisions (*total Project Budget remains the same*) and Budget Amendments (*an increase or decrease to the total Project Budget*) supersede prior budget documents and all references to the Budget mean the last revised, approved budget.
  - e) All contractual expenditures reimbursed with funds provided under this Agreement shall meet all

procurement laws and regulations applicable to Subrecipient and the Uniform Grant Management Administration and the Uniform Grants Management Standards. Note that competitive bidding will generally be required for contracts with entities other than local governments and state and federal agencies. Note also that the Common Rule of OMB Circular A-102, as adopted in the UGMS, precludes the use of the cost plus a percentage of cost of contracting.

- f) All unspent grant funding will expire after the period of performance, as indicated in **Exhibit A**, unless otherwise approved by the Grantor.
- g) All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- h) Subrecipient shall submit to City all final requests for payment no later than 30 days from the expiration date of this Contract (no later than January 30, 2026).
- i) Any changes to the approved budget in Exhibit C need prior approval from the City. Any expenses that are not on the approved budget will not be reimbursed.
- j) Any payment made by either the City or Subrecipient for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such parties as required by the Interlocal Cooperation Act. All funding obligations of Subrecipient and the City under this Agreement are subject to the appropriation of funds by each entity in its annual budget.
- k) Subrecipient shall forward any proposed sub-agreement providing for the performance of services under this Agreement to the City prior to execution of the sub-agreement. Neither the City's nor TCEQ's failure to question a sub-agreement nor its subsequent withdrawal of any questions raised regarding sub-agreement shall in any way imply the City's or TCEQ's approval of the sub-agreement's purpose or method of procurement of the sub-agreement. Further, the terms of this provision do not in any way restrict the City's and TCEQ's rights under this Agreement or the Grant to subsequently refuse reimbursement for expenses incurred pursuant of the sub-agreement. Subrecipient may require a bid bond to protect the local and state interests by assuring that the bidder will, upon acceptance, execute all required contractual documents within the time period specified.
- l) Invoices for compensation shall be submitted to the following address:

City of Corpus Christi  
Attn: Dante Gonzalez  
1702 Horne Road  
Corpus Christi, TX 78416  
[danteg@cctexas.com](mailto:danteg@cctexas.com)

CC: [katherines3@cctexas.com](mailto:katherines3@cctexas.com) and [alyssar4@cctexas.com](mailto:alyssar4@cctexas.com)

- m) Subrecipient shall submit monthly invoices to City no later than the 15<sup>th</sup> of the following month in a form acceptable to the City. The City shall pay within 30 days of receipt and approval by the Director.
7. **DELIVERABLES.** The deliverables required under this Agreement are specified in **Exhibit B** the Statement of Work.
8. **TERMINATION.** Performance under this Agreement may be terminated by the City upon sixty days' written notice. Performance may be terminated by Subrecipient, if circumstances beyond its control preclude continuation of the Program. Upon termination, Subrecipient will be reimbursed for costs and non-cancelable commitments incurred in the performance of the program, that are reimbursable under the Grant. However, reimbursement may not exceed the total estimated cost specified in **Exhibit C**.
9. **INTELLECTUAL PROPERTY.**
- a. Royalties and patent fees. Subrecipient shall pay all license fees, royalties and assume all costs incident to the use or possession in performance of the Work or incorporation in Work of any Intellectual Property.
  - b. Disclosure of Intellectual Property Produced while completing the Statement of Work. Subrecipient shall promptly notify the City and TCEQ of all Intellectual Property that Subrecipient or Subrecipient's

employees, subcontractors, or subcontractor's employees may produce, either solely or jointly with others during the course of the completion of the Statement of Work. In addition, Subrecipient shall promptly notify the City and TCEQ of all intellectual property which Subrecipient may acquire in connection with the performance of the work. Any notification under this paragraph shall contain sufficient technical detail to convey a clear understanding of the intellectual property, and shall identify any publication, sale, public use, or impending publication. Promptly upon request Subrecipient shall supply additional information as the City and TCEQ may request.

- c. Failure to Protect Intellectual Property. If Subrecipient fails to protect any intellectual property produced in the course of performing the work, the City and TCEQ shall have full authority to protect, assume and retain all intellectual property rights in any and all intellectual property.
- d. Non-Interference with Intellectual Property Rights of City and TCEQ. Subrecipient agrees that its agents and its employees shall not in any manner use, sell, distribute, disclose or otherwise communicate any portion of intellectual property owned by or licensed to the City or TCEQ, except in the course of performing the work, unless Subrecipient has independent intellectual property rights to the intellectual property.
- e. Grant license. With respect to any intellectual property as is (i) incorporated in the work ( other than intellectual property for which the City and TCEQ already possess equal or greater intellectual property right by virtue of this Agreement or otherwise) or (ii) produced by Subrecipient or Subrecipient's employees, subcontractors, or subcontractor's employees during the course of performing the work, Subrecipient hereby grants to the City and TCEQ (i) a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, or otherwise use the intellectual property and associated use documentation, and (ii) a nonexclusive, perpetual irrevocable enterprise-wide license to authorize others to reproduce, publish, or otherwise use Intellectual property for the City's and TCEQ's purposes.
- f. Modification; Derivative Works. The City and TCEQ shall have the right at their own discretion, to independently modify any intellectual property to which license is granted for the City and TCEQ's own purposes and use, through the services of its own employees or independent contractors. The City and TCEQ shall own all intellectual property right to the modifications. Subrecipient shall not incorporate any modifications into its intellectual property for distribution to third parties unless it first obtains a license from the City or TCEQ.
- g. Compliance with Applicable Laws and Regulations, Subrecipient shall comply with all laws and regulations relating to intellectual property.
- h. Warranties relating to Intellectual Property Rights. Subrecipient represents and warrants to the City and TCEQ that Subrecipient will not infringe any intellectual property right of any third party. Subrecipient further represents and warrants to the City and TCEQ that in the course of performing the work it will not use or possess any intellectual property owned by a third party without paying any required royalty or patent fees. Subrecipient warrants that it has full title in and ownership of intellectual property and any enhancements, updates or other modifications, or that it has full power and authority to grant all licenses granted in this Agreement, and that the licensed used by the City and TCEQ will in no way constitute an infringement or other violation of any intellectual property right of any third party. Subrecipient warrants that it shall have, throughout any applicable license term under this Agreement, free and clear title to, or the right to possess, use, sell, transfer, assign, license, or sublicense products that are licensed or provided to the City and TCEQ by Subrecipient. Except as permitted in this Agreement and the Grant, Subrecipient shall not create or permit the creation of any lien, encumbrance, or security interest in the work or any part thereof, or any product licensed or provided to the City and TCEQ for which title has not yet passed to the City and TCEQ, without prior written consent of the City and TCEQ. Subrecipient represents and warrants to the City and TCEQ, that neither it nor any other company or individual performing work is under any obligation to assign or give to any third party any intellectual property rights granted or assigned to the City and TCEQ, or reserved by the City and TCEQ, under this Agreement and the Grant.

- 9. RELEASE OF INFORMATION.** Subrecipient shall acknowledge the City and TCEQ, the Subrecipient investigator, the nature of the program, and the dollar value of the Agreement in Subrecipient records and reports. Any reports and other documents completed as part of this Agreement, other than documents prepared



exclusively for internal organizational use by Subrecipient, shall carry the following notation on the front cover or title page.

"PREPARED IN COOPERATION WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE CITY OF CORPUS CHRISTI"

**10. TITLE TO EQUIPMENT.** Subject to the obligations and conditions set forth in this Agreement and the Grant, title to all equipment acquired under this Agreement shall vest, upon acquisition or construction, in Subrecipient.

- a. Subrecipient agrees to conduct physical property inventories annually, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all equipment acquired under this Agreement.
- b. Subrecipient may develop and use its own property management system which must conform to all applicable State and Local laws, rules and regulations. If an adequate system for accounting for personal property owned by Subrecipient or its subcontractors is not in place or currently in use, Subrecipient shall contact the State of Texas Comptroller of Public Accounts and request the State Property Accounting User's Guide (#96-418) and the State Property Class Code List. Subrecipient agrees to use these as guides for establishing a property management system.
- c. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who hold title, the acquisition date, and the cost of the property, percentage of federal participation in the cost of property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- d. A physical inventory of all equipment acquired or replaced with funds provided under this Agreement having an initial purchase price of One Thousand Dollars (\$1,000) or more, shall be conducted no less frequently than once a year and the results of the inventories reconciles with the appropriate property records. Property control procedures utilized by Subrecipient shall include adequate safeguards to prevent loss, damage, or theft of acquired property. Any loss, damage or theft shall be investigated. Subrecipient agrees to develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event the equipment is sold.
- e. Use of Equipment Acquired with Funds Provided Under this Agreement.
  - 1) Equipment shall be used by Subrecipient or its subcontractors in the program or project for which it was acquired as long as needed, whether or not the project program continues to be supported by state funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a federal or state agency.
  - 2) Subrecipient or its subcontractors shall also make equipment available for use on other projects or programs currently or previously supported by the federal or state government, providing the use will not interfere with the work on the projects or program for which it was originally acquired. First preferences for other use shall be given to other programs or projects supported by the awarding agency.
  - 3) When acquiring replacement equipment, Subrecipient or its subcontractors may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.
- f. Disposition of Equipment Acquired with Funds Provided Under this Agreement. When the original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal or state agency, disposition of the equipment may be made as follows:
  - 1) Equipment with a current per-unit fair market value of less than \$1000 may be retained, sold or otherwise disposed of with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the TCEQ upon request.
  - 2) Equipment with a current per-unit fair market value of \$1,000 or more must be disposed of as

follows:

- a) Prior to the termination date of this Agreement, Subrecipient and its subcontractors must notify the TCEQ. TCEQ may require Subrecipient or subcontractors to transfer title and possession to the equipment to the TCEQ or a third party named by the TCEQ or may alternatively authorize disposition by sale, transfer or in another manner.
- b) If, within six years of the initiation date of the Agreement, equipment is sold or transferred, Subrecipient must remit to TCEQ a share of the proceeds from the sale, provided the fair market, per-unit value of the property at the time of the sale is in excess of one thousand dollars (\$1,000). The TCEQ's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase in question.

- 11. NOTICES.** All notices to the parties under this Agreement shall be in writing and sent to the names and address stated below. Either party to the Agreement may change the name and address by notice to the other in accordance herewith, and any change shall take effect immediately upon receipt of the notice.

Texas A&M University - Corpus Christi  
Attn: Kimberly Hawkenson  
6300 Ocean Drive, Unit 5844  
Corpus Christi, TX 78412

City of Corpus Christi  
Attn: Dante Gonzalez, Ph.D.  
1702 Horne Road  
Corpus Christi, TX 78416

**12. Export Administration.**

- a. It is understood that Subrecipient is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations under this Agreement are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.
- b. Both Subrecipient and City hereby agree and warrant that the program and development contemplated under this Agreement, and any exchange of technical data, computer software or other commodities resulting from this Agreement, shall be conducted in full compliance with the export control laws of the United States.

- 13. LIABILITY. IT IS UNDERSTOOD THAT THE CITY SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST SUBRECIPIENT, ITS EMPLOYEES, OR THIRD PERSONS, OTHER THAN CITY'S EMPLOYEES, FOR DAMAGE RESULTING FROM OR ARISING OUT OF THE ACTIVITIES OF SUBRECIPIENT PERSONNEL UNDER THIS AGREEMENT, AND SUBRECIPIENT AGREES, TO THE EXTENT PERMITTED BY SECTION 49, ARTICLE III OF THE CONSTITUTION OF THE STATE OF TEXAS, TO HOLD CITY HARMLESS FROM ANY AND ALL CLAIMS. IT IS ALSO UNDERSTOOD THAT SUBRECIPIENT SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AGAINST CITY'S EMPLOYEES, OF DAMAGE RESULTING FROM OR ARISING OUT OF ACTIVITIES OF THE CITY OR ITS EMPLOYEES, AND CITY AGREES, TO THE EXTENT PERMITTED BY SECTION 49, ARTICLE III OF THE CONSTITUTION OF THE STATE OF TEXAS, TO HOLD SUBRECIPIENT HARMLESS FROM ANY AND ALL CLAIMS.**

- 14. INDEPENDENT CONTRACTOR.** For the purpose of the Agreement and all services to be provided under this Agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or

employees of the other party. Neither party shall have authority to make any statements, representations or commitments of my kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing.

**15. ASSIGNMENT AND SUBCONTRACTING.**

- a. Subrecipient shall not assign nor transfer Subrecipient's interest in this Contract or any portion thereof without the written consent of the City, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.
- b. None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so, required by said Grantor. Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Subrecipient. Subrecipient agrees that payment for services of any sub-contractor shall be submitted through Subrecipient, and Subrecipient shall be responsible for all payments to sub-contractors.
- c. Subrecipient must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds under this Contract. It is further agreed by the Parties that the City has the authority to monitor, audit, examine, and make copies and transcripts of all subcontracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found Subrecipient failed to comply with this Section, then Subrecipient will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination.
- d. Licenses and Training for Subcontractors. Subrecipient warrants and certifies that Subrecipient's subcontractors have the requisite training, license or certification to provide the services required under this Contract, and that they meet all competency standards promulgated by relevant authoritative bodies, as applicable to the services provided hereunder.
- e. Subrecipient certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

**16. AMENDMENTS AUTHORIZED.**

- a. The representatives who were authorized to sign this Agreement are authorized to execute minor amendments to this Agreement, such as changes in deadlines and minor changes in the scope of work.
- b. Any amendments to this Agreement resulting from amendments to the Grant that increases the scope of work under this Agreement due to TCEQ's award of additional funding to the City as a result of the Statement of Work prepared by Subrecipient under this Agreement must be authorized by the City Council and the funds appropriated before an amendment to this Agreement is executed.
- c. Any amendments to this Agreement increasing or decreasing the amount the City is obligated to pay Subrecipient by more than \$25,000 must be authorized by the City Council before an amendment to this Agreement is executed.

- 17. SEVERABILITY.** If any of the provisions of the Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of the Agreement and the application of the provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent allowed by applicable law. The City and Subrecipient agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



**18. DISPUTE RESOLUTION PROCESS.**

- a. To the extent applicable, the dispute resolution procedures provided in Chapter 2260 of the Texas Government Code will be used to resolve contract claims under this contract.
- b. If the Chapter 2260 procedures are utilized both parties agree the TCEQ may intervene in the proceedings as an interested party.
- c. The Director of Procurement and Disbursements, Subrecipient, is designated as the officer designated under §2260.052, Texas Government Code, to examine claims and counterclaims, negotiate, and resolve any claims on behalf of Subrecipient.

**19. VENUE.** Subrecipient acknowledges and agrees that because this Agreement has been executed, and will be administered in Nueces County, Texas, the Agreement is to be performed in Nueces County. Subrecipient acknowledges and agrees that any permissible cause of action involving this Agreement will arise solely in Nueces County. If legal action relating to this claim is permissible and there are two or more counties or proper venue under the rules of mandatory, general, or permissive venue and one of the counties is Nueces County, Subrecipient agrees to venue in Nueces County. This provision does not waive the City's sovereign immunity.

**20. MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties relative to the subject matter and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.

**21. AUTHORIZATION OF GOVERNING BODIES.** The individuals executing this Agreement certify that this interlocal agreement has been authorized by the Governing Body for their entity, as required by Section 791, Texas Government Code.

**22. NO WAIVER OF IMMUNITY.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Entire Contract. This Contract and its attachments, if any, contain all of the terms and conditions agreed upon, constitute the entire and integrated Contract between the Parties, and supersede all prior negotiations, representations, or contracts, either oral or written.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed by their authorized representative.

**TEXAS A&M UNIVERSITY-CORPUS CHRISTI**

BY:   
Kimberly Hawken, CRA, Director  
Office of Sponsored Research Administration

03/27/2025  
Date

**CITY OF CORPUS CHRISTI**

BY: \_\_\_\_\_  
Sony Peronel  
Assistant City Manager

\_\_\_\_\_  
Date

ATTEST

BY: \_\_\_\_\_  
Rebecca Huerta  
City Secretary

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
Buck Brice  
Deputy City Attorney

EXHIBIT A: TCEQ Contract No. 582-24-01390

EXHIBIT B: Statement of Work

EXHIBIT C: Approved Budget

# EXHIBIT A, TCEQ CONTRACT

TCEQ Contract Name: City of Corpus Christi  
Rider 7 PM2.5 Local Air Quality Planning Grant

Contract Number: 582-24-01390

## Texas Commission on Environmental Quality

### CONTRACT SIGNATURE PAGE

Contract Name: Rider 7 PM2.5 Local Air Quality Planning Grant  
Contract Number: 582-24-01390  
Performing Party: City of Corpus Christi  
Performing Party Identification Number: 17460005741  
Maximum Authorized Reimbursement: \$139,501.00

Effective Date: ☐ 09/01/2024 ☒ Date of last signature  
Expiration Date: ☒ 12/31/2025 ☐ Last day of Fiscal Year in which the Contract was signed  
☐ If checked, this Contract requires matching funds. Match Requirement:  
☐ If checked, this Contract is funded with federal funds.

CFDA Number:

Federal Grant Number:

This Contract is entered under: ☐ Gov't Code ch. 771 (Interagency) ☐ Gov't Code ch. 791 (Interlocal)  
☐ Water Code § 5.229 (Intergovernmental) ☒ Water Code § 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Grant Management Standards (TxGMS) and this Contract.

Texas Commission on  
Environmental Quality

Donna F. Huff Digitally signed by Donna F. Huff  
Date: 2024.08.28 16:11:29 -05'00'

Authorized Signature

Donna F Huff

Printed Name

Deputy Director, TCEQ Air Quality Division

Title

Date

*Demetria Avery*  
Procurements & Contracts Representative

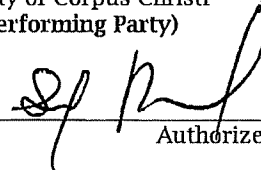
Demetria Avery, CTCM, CTCD

Printed Name

08/22/2024

Date

City of Corpus Christi  
(Performing Party)



Authorized Signature

Sony Peronel

Printed Name

Assistant City Manager

Title

8/22/24

Date

## CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page and marked by an "X." Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- ☒ Contract Signature Page
- ☒ Contract Documents List (this page)
- ☒ Special Terms and Conditions
- ☒ Scope of Work
- ☒ General Terms and Conditions
- ☒ Cost Budget
- ☒ Notices, Project Representatives and Records Locations
- ☒ Attachment A - Financial Status Report
- ☒ Attachment B - Release of Claims
- ☒ Attachment C - Budget Revision Request Form
- ☒ Attachment D - Level of Effort Certification
- ☒ Attachment E - Personnel Eligibility List

## SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence, as set forth in the Contract Documents List.

1. The following is added to Article 4, REIMBURSEMENT, in the General Terms and Conditions:

**4.9 Financial Status Report.** The Performing Party will submit a quarterly report on the Financial Status Report (FSR, Attachment A), documenting the allowable expenditures, and administrative costs incurred in the previous quarter for performing the Scope of Work and the remaining balance of funds. The Performing Party's FSRs shall be complete and conform to all reimbursement or invoice requirements specified by TCEQ. The Performing Party must include documentation with the FSR demonstrating expenses incurred. All administrative costs are capped by Rider 7 in the TCEQ FY24-25 appropriation (HB 1, 88th Legislature) at 10%, and this limit must be demonstrated on each FSR.

2. The following are added to Article 16. UNIFORM ASSURANCES, in the General Terms and Conditions:

16.1.13 The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

16.1.14 Information, documentation, and other material in connection with this grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Performing Party is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

### 3. ADMINISTRATIVE COSTS

- 3.1 In accordance with Rider 7 in the TCEQ FY24-25 appropriation (HB 1, 88<sup>th</sup> Legislature), no more than 10 percent of the allocation may be used for administrative purposes.
- 3.2 Administrative Costs are costs incurred by the Performing Party that can be identified separately and assigned to a specific project, used in order to properly administer and manage the contract funds. Administrative costs may include, but are not limited to, providing general supervision for grant activities, administering sub-contracts, submitting reports, and preparing and submitting invoices and FSRs.

### 4. SPECIFIC REQUIREMENTS FOR COSTS.

Performing Party will adhere to the amounts listed in the Cost Budget Categories or follow the Budget Revision Request (BRR, Attachment C) procedures. Performing Party will establish and maintain records of costs in accordance with Texas Grant Management Standards (TxGMS) and generally accepted accounting principles and practices and submit, in a format acceptable to TCEQ, an itemized price breakdown together with supporting documentation. All service dates on invoices must match supporting documentation dates.



## **5. GRANTEE PERFORMANCE EVALUATION**

Performance evaluations are a part of the TCEQ review of the Performing Party and may be a factor in the selection of future grants. The TCEQ may provide this information to state agencies and others. The Performing Party consents to the disclosure of any information or opinion in the evaluations.

## SCOPE OF WORK

### 1. Introduction (Purpose)

City of Corpus Christi (Performing Party) will conduct air quality planning activities in accordance with Rider 7 of the Texas Commission on Environmental Quality's (TCEQ) Legislative Appropriation from the 88th Legislature.

Rider 7 funds are limited to inventorying emissions, monitoring of pollution levels, air pollution and data analysis; modeling pollution levels; and administration of the program. Rider 7 further requires that no more than 10% of the allocation be used for administrative purposes and prohibits the expenditure of the following: marketing and outreach activities, bicycle use programs, carpooling awareness, environmental awareness campaigns, and locally enforceable pollution reduction programs. The grant recipients shall channel the funds to those projects most useful for the State Implementation Plan (SIP).

### 2. Description of Activities

The Performing Party shall use Rider 7 funds in the following performance/subject areas:

#### A. Inventorying Emissions:

The Performing Party may expend Rider 7 funding on activities related to inventorying emissions. Emission inventory projects must be approved in advance by the TCEQ and will be limited to those most useful for the State Implementation Plan (SIP). To maintain consistency with the SIP, the Performing Party and its sub-grantees and subcontractors shall use point, area, and mobile source emissions factors and existing program assumptions used by TCEQ when working with emissions inventories (for any purpose) or existing control strategy programs. These assumptions include compliance and/or control effectiveness parameters.

#### B. Monitoring of Pollution Levels:

The Performing Party may expend Rider 7 funding on activities related to monitoring of pollution levels. Pollution monitoring projects under this grant should be limited to those most useful for the SIP and must be associated with PM2.5. Grant recipients may use Rider 7 funds to support existing or historically operated ambient air monitoring stations or to establish new ambient air monitoring stations. Other stationary or mobile based monitoring projects are potentially allowed on a case-by-case basis.

#### C. Air Pollution and Data Analysis:

The Performing Party may expend Rider 7 funding on activities related to air pollution and data analysis. Air pollution and data analysis projects under this grant should be limited to those most useful for the SIP and must be associated with PM2.5.

#### D. Modeling Pollution Levels:

The Performing Party may expend Rider 7 funding on activities related to modeling of pollution levels. Pollution modeling projects under this grant should be limited to those most useful for the SIP and must be associated with PM2.5.

### 3. Tasks and Deliverables

#### Task 1– Project Management

The Performing Party will provide technical and fiscal oversight of the project to ensure all activities and deliverables are acceptable, completed as scheduled and within budget, including ensuring that no more than 10% of costs are spent on administrative expenses. Project management will be documented and provided to the TCEQ Project Manager through a Quarterly Progress Report (QPR) and quarterly Financial Status Reports (FSR).

The software standards at are Microsoft Word and Microsoft Excel or a software version to be negotiated at the appropriate time. All electronic copies of documentation shall be supplied in these formats or saved in a format that can be imported in such a way that the document or spreadsheet quality is not distorted. Where conversions from one spreadsheet or one word processing format to another result in changes in the formatting that detract from the presentation quality at minimum or result in significant work in restoring the documents or spreadsheets to presentation quality, the work produced will not be acceptable to TCEQ under this Contract.

**Subtask 1.1 QPR:** The Performing Party will electronically submit QPRs to the TCEQ Project Manager via email. QPRs will document all activities performed, the status of each relevant deliverable, and the costs incurred that quarter. The Performing Party will submit QPRs by the 30th of December, March, June, and September, aligning with the state fiscal quarters. The Final Report deliverable will serve as the final QPR.

**Subtask 1.2 FSR:** The Performing Party will submit FSRs (Attachment A) to the TCEQ Contract Manager in accordance with the Special Terms and Conditions.

**Subtask 1.3 Contract Communication:** The Performing Party's Project Manager, or a knowledgeable designee, must be available for questions from the TCEQ Project Manager at all reasonable times during the performance of work under this Contract, and for at least one month after the Contract has been completed.

The Performing Party will maintain regular telephone and/or email communication with the TCEQ Project Manager regarding the status and progress of the project and on any matters that require attention between QPRs. Matters that must be communicated to the TCEQ Project Manager include, but are not limited to:

- Notification a minimum of 30 days before the Performing Party has scheduled public meetings or events, or other major Task activities or developments.
- Notification within 15 days regarding events or circumstances that may require changes to the Budget, Statement of Work, or Schedule of Deliverables.

The Performing Party may need to participate in meetings between the TCEQ, U.S. EPA Region 6, and possibly interested stakeholders either in person or via telephone, internet conference, etc.

## **Task 2 – Statement of Work**

The Performing Party must submit and obtain approval of a Statement of Work detailing the use of Rider 7 funds for inventorying emissions and/or monitoring pollution levels before expending the funds.

### **Subtask 2.1 Statement of Work**

The Statement of Work must contain the following pieces of information and any others deemed necessary by TCEQ to address the intent of the Contract (e.g., figures, tables, work products, processes, deliverables, etc.) Each of the sections must be named or titled using the following headings:

1. CONTRACT NUMBER, PERFORMING PARTY NAME, AND CONTRACT NAME.
2. PERFORMING PARTY'S PROJECT MANAGER(S): The name(s) and contact information of the project manager(s) to be assigned to the activities under the Contract and the names and contact information of alternate personnel in the event the project manager is unavailable to perform assigned tasks.
3. PERSONNEL ELIGIBILITY LIST: A completed Attachment E: Personnel Eligibility List (PEL).
4. SUBCONTRACTORS or SUBGRANTEES TO BE USED UNDER THIS CONTRACT.
5. QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES. See detail under Subtask 2.2, below. The Statement of Work shall address which technical activities will require a Quality Assurance Project Plan (QAPP). The Performing Party may not commence technical activities until the QAPP is developed and accepted by the TCEQ.
6. TIMELINE: The schedule for the project described by the Contract's Schedule of Deliverables. If there is a conflict with the timeline included in the Contract, the Performing Party must bring this to the attention of TCEQ Project Manager. Please include a PROJECT MILESTONES & WORK (ACTIVITIES) BREAKDOWN STRUCTURE.
7. BUDGET: Complete the Cost Budget form for the Contract. The budget submitted must be sufficiently detailed to allow TCEQ to easily determine the hours, prices, and personnel, by classification, related to each task and deliverable, and must also include a total for the proposed Statement of Work.
8. TECHNICAL APPROACH/METHOD: The technical approach/method for the Statement of Work must contain detailed descriptions of the tasks and deliverables and the dates that deliverables must be provided to the TCEQ by Performing Party.
9. MODELS AND SOFTWARE TO BE USED BY PERFORMING PARTY: Models, software, and any other tools in addition to those already specified in the Contract to be used to complete the project described in the Contract, as well as the documentation procedures where applicable. If a substitute model is proposed, Performing Party must clearly identify that it is being proposed as a substitute and explain why. If it is not specifically approved by TCEQ as a substitute, Performing Party must use the models and software specified in the Contract.

10. MISCELLANEOUS INFORMATION OR ELEMENTS. If the Performing Party is aware of any additional requirements which will apply to the work being performed, the Performing Party must include them in its Statement of Work.
11. SIGNATURE BY PERFORMING PARTY: The Performing Party must have the Statement of Work signed and dated by a person with the authority to bind the Performing Party to the performance of the Statement of Work (please include the title and printed name of the person signing the Statement of Work).

The TCEQ Project Manager will review the Performing Party's Statement of Work and either make comments and suggest changes or approve the Statement of Work as prepared by the Performing Party. Upon TCEQ's approval, the Performing Party's Statement of Work is incorporated into the Contract.

If the Performing Party becomes aware of any additional applicable requirements after TCEQ has approved the Statement of Work, the Performing Party shall notify TCEQ and submit a revised Statement of Work.

#### **Subtask 2.2 Quality Assurance/Quality Control (QA/QC) Procedures**

The Performing Party must draft and follow a QAPP. A QAPP addresses the quality assurance process the Performing Party will undertake to ensure the adherence of data or other products to established criteria. The Performing Party is responsible for the content and quality of the QAPPs and their implementation. The QAPPs shall address the technical activities detailed in the Statement of Work following the EPA's [Guidance for Quality Assurance Project Plans, EPA QA/G-5](#). All funded activities shall adhere to the EPA's Guidance for Quality Assurance Project Plans, EPA QA/G-5, and include full documentation of the methods and procedures used.

All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved QAPP. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be performed prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

A QAPP for this project must include a formal QA/QC program that will ensure Contract activities and deliverables are of known and acceptable quality. The QA/QC requirements must be consistent with the [TCEQ Quality Management Plan](#).

### **Task 3 – Inventorying emissions, monitoring of pollution levels, air pollution and data analysis, modeling pollution levels, and administration of the program**

#### **Subtask 3.1 Inventorying Emissions:**

The Performing Party may expend Rider 7 funding on activities related to inventorying emissions and emission inventory (EI) development defined as:



1. Updates to applicable source classification code specific activity and population data;
2. Updates to applicable source classification code specific profiles;
3. Updates to EI data element (emissions factors, projection factors, and control efficiencies);
4. The development of updated EIs using the EPA's approved methodologies and modeling applications; and
5. Refinements to the speciation, spatial allocation, and temporal allocation of emissions for SIP modeling.

EI projects shall be limited to those most useful for the SIP and associated with PM2.5 under this grant. To maintain consistency with the SIP, the Performing Party and its sub-grantees and subcontractors shall use point, area, and mobile source emissions factors and existing program assumptions used by TCEQ when working with EIs (for any purpose) or existing control strategy programs. These assumptions include compliance and/or control effectiveness parameters.

To facilitate use by TCEQ, all non-point EI data developed through these activities should be in CERS XML format or other formats compatible with applicable TCEQ databases.

Additionally, EI development shall adhere to the principles and practices of the following:

- a. [Emissions Inventory Guidance for Implementation of Ozone and Particulate Matter National Ambient Air Quality Standards \(NAAQS\) and Regional Haze Regulations](#)
- b. [Air Emissions Inventory Improvement Program \(EIIP\)](#)

All inventory activities must conclude on or before October 31, 2025.

### **Subtask 3.2 Monitoring of Pollution Levels:**

The Performing Party may expend Rider 7 funding on activities related to monitoring of pollution levels. Pollution monitoring projects under this grant should be limited to those most useful for the SIP and must be associated with PM2.5. Grant recipients may use Rider 7 funds to support existing or historically operated ambient air monitoring stations or to establish new ambient air monitoring stations. Other stationary or mobile based monitoring projects are potentially allowed on a case-by-case basis.

Regarding site access and data hosting:

1. Projects proposing monitoring equipment to be collocated with a TCEQ stationary monitoring site will be subject to approval and may be prohibited based on limitations in existing site agreements with property owners.
2. Projects that include the collection of air quality monitoring data must consider data management as a key component of the project. Reliance upon TCEQ data systems to host or display data collected under a Rider 7 project should not be assumed.

All monitoring activities must conclude on or before November 30, 2025.

### **Subtask 3.3 Air Pollution and Data Analysis:**

The Performing Party may expend Rider 7 funding on activities related to air pollution and data analysis. Air pollution and data analysis projects should be limited to those most useful for the SIP and must be associated with PM2.5 under this grant.

All air pollution and data analysis activities must conclude on or before October 31, 2025.

**Subtask 3.4 Modeling Pollution Levels:**

The Performing Party may expend Rider 7 funding on activities related to modeling pollution levels. Modeling projects should be limited to those most useful for the SIP and must be associated with PM2.5 under this grant.

All modeling pollution levels activities must conclude on or before October 31, 2025.

**Task 4 – Draft and Final Reports**

The Performing Party shall analyze the results of all projects and work funded under Task 3. The Performing Party shall submit a report to TCEQ that documents the data and findings from all projects and work funded under Task 3.

**Subtask 4.1 Draft Report:**

The Performing Party must provide the Draft Report required under in any one or combination of the following:

- ☒ as a loose-bound original suitable for copying, with the following number of additional copies: One (1)
- ☐ on Compact Disc, including all other electronic deliverables
- ☒ in an FTP file, including all other electronic deliverables unless another format is specified below, and/or
- ☒ other: An electronic format delivered via email in Microsoft Word and/or PDF.

The Draft Report shall provide a comprehensive overview of activities undertaken and any data collected and analyzed. The Draft Report must highlight major activities and key findings, provide pertinent analysis, and detail relevant statistics including data, parameter, or model completeness, accuracy and precision.

The Draft Report shall include the following components:

1. an executive summary or abstract;
2. a detailed description of all projects funded under Task 3;
3. a detailed discussion of the Performing Party's analyses and findings under Task 4.
4. a discussion of the pertinent accomplishments, shortfalls, and limitations of the activities completed under Task 3; and
5. all data and analyses from projects funded under Task 3 and the Performing Party's evaluation of those results under Task 4.

**Subtask 4.2 Final Report:**

The Performing Party will consider all comments received from TCEQ on the Draft Report and prepare a Final Report. The Final Report will be provided in the same format(s) as the Draft Report.

**4. Summary Schedule of Deliverables**

| <b>Deliverable</b>   | <b>Deliverable Due Date</b>  |
|--|--|
| <b>Project Management (Task 1)</b><br><b>Deliverable 1.1:</b> QPRs<br><br><b>Deliverable 1.2:</b> FSRs<br><br><b>Deliverable 1.3:</b> Contract Communication   | <b>1.1</b> Quarterly by the 30 <sup>th</sup> of December, March, June, & September.<br><br><b>1.2</b> Quarterly by the 30 <sup>th</sup> of December, March, June, & September.<br><br><b>1.3</b> As needed |
| <b>Statement of Work &amp; QAPP (Task 2)</b><br><b>Deliverable 2.1:</b> Statement of Work<br><br><b>Deliverable 2.2:</b> QAPP  | <b>2.1</b> Within thirty (30) calendar days after this Contract is executed by TCEQ.<br><br><b>2.2</b> Within thirty (30) calendar days after Task 2.1 is approved by TCEQ.                                |
| <b>Inventorying emissions, monitoring of pollution levels, air pollution and data analysis, modeling pollution levels, and administration of the program (Task 3)</b><br><b>Deliverable 3.1:</b> Inventorying Emissions<br><br><b>Deliverable 3.2:</b> Monitoring of Pollution Levels<br><br><b>Deliverable 3.3:</b> Air Pollution and Data Analysis<br><br><b>Deliverable 3.4:</b> Modeling of Pollution Levels | <b>3.1</b> October 31, 2025<br><b>3.2</b> November 30, 2025<br><b>3.3</b> October 31, 2025<br><b>3.4</b> October 31, 2025  |
| <b>Draft and Final Report (Task 4)</b><br><b>Deliverable 4.1:</b> Draft Report<br><br><b>Deliverable 4.2:</b> Final Report   | <b>4.1:</b> December 1, 2025<br><br><b>4.2:</b> December 31, 2025  |

## GENERAL TERMS AND CONDITIONS

Revised September 7, 2023

### 1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
  - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
    - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
    - 1.2.1.2. Changes to the Contract's Expiration Date;
    - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
    - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
  - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
  - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.
    - 1.2.3.1. Minor, non-material changes include:
      - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
      - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;
      - 1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

- 1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

- 1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

## 2. FUNDS

- 2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.
- 2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.
- 2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.
- 2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.
- 2.6 **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*.
- 2.7 **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.
- 2.8 **COVID-19 Vaccine Passport Prohibition.** Under § 161.0085 of the Texas Health and Safety Code, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

## 3. ALLOWABLE COSTS

- 3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.
- 3.2 **TxGMS.** Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract,



including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

#### 4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Reporting.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.  
  
If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of certification into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification form. The LEC form must be completed and submitted with each invoice, unless otherwise approved by TCEQ in writing.
- 4.4. **Timesheets.** The performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.
- 4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.6. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education, payments must be made via interagency transaction voucher (ITV); please provide a Recurring Transaction Index (RTI) number on the face of the invoice. For payments that are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For

additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

## 5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

## 6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.
- 6.2 **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subgrantee must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subgrantees and subcontractors.
- 6.3 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.5 **No Third Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.6 **Security Requirements.** If Performing Party accesses, transmits, uses, or stores TCEQ data:
- 1) Performing Party shall meet the security controls specified by TCEQ; and
  - 2) Performing Party must annually provide TCEQ documentation demonstrating that it meets the specified TCEQ security requirements.

- 6.7 *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, when the Contract is executed and annually as applicable.
- 6.7.1 “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.
- 6.7.2 Within seven (7) days after the execution of the Contract, the Performing 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 cybersecurity training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.7.3 If a Performing Party representative has previously completed a DIR-certified cybersecurity training during a State of Texas fiscal year in which the Contract is effective, Performing Party 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 a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.7.4 For Contracts that have contract periods that exceed a year (extend beyond August 31 of the year in which they are entered), all persons performing Work under the Contract shall take cybersecurity training renewal each fiscal year after the year in which the contract becomes effective. By August 1<sup>st</sup> each year, the Performing Party must provide to the TCEQ Contract Manager either: (1) a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year; or (2) provide evidence that the Performing Party representative 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.
- 6.7.5 TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.
- 6.7.6 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.
- 6.7.7 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.
- 6.7.8 TCEQ may terminate the Contract for Cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual’s TCEQ network user account.
- 6.8 *Prohibited Technologies.* Performing Party certifies that Prohibited Technologies will not be used on any of Performing Party’s or its employees’, contractors’, and

subcontractors' devices including personally-owned devices, if those devices are used to access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, and equipment, and any of the aforementioned items made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies.

## 7. TIME AND FORCE MAJEURE

- 7.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 7.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).
- 7.3 **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

## 8. CONFLICT OF INTEREST

- 8.1 Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:
  - a. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
  - b. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.
- 8.2 No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

## 9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials

and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.

- 9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code § 25.6.

## 10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

## 11. INSURANCE AND INDEMNIFICATION

- 11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the Contractor's Workers Compensation and Employer's Liability Insurance.

- 11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

## 12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

## 13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
  - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
  - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
  - 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;

- 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3 Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4 Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

#### 14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

#### 15. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

#### 16. UNIFORM ASSURANCES

- 16.1 **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
  - 16.1.1 Performing Party represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
  - 16.1.2 Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
  - 16.1.3 Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
  - 16.1.4 Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
  - 16.1.5 In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.



- 16.1.6 Performing Party acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
  - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
  - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.7 Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.8 Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.
- 16.1.9 Performing Party 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.
- 16.1.10 Performing Party represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- 16.1.11 Performing Party 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 Party 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 Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12 Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

## 17. CONTRACT INTERPRETATION

- 17.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 17.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 17.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon

receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.

- 17.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 17.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 17.6 **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 17.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 17.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 17.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 17.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 17.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 17.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 17.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code §§ 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

## Cost Budget

To be completed by Performing Party and submitted with Schedule of Work

### Cooperative Reimbursement Contract for State Agencies and Local Governments

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

| Budget Category | Cost for Work to be Performed | Portion that is Administrative Costs (must be 10% or less of Total) |
|-----------------|-------------------------------|---|
| Salary / Wages  | \$9,280.00                    | \$9,280.00  |
| Fringe Benefits | \$2,274.62                    | \$2,247.62  |
| Travel          | \$0.00                        |   |
| Supplies        | \$0.00                        |   |
| Equipment       | \$0.00                        |   |
| Contractual     | \$0.00                        | \$125,551.30  |
| Construction    | \$0.00                        |   |
| Other           | \$0.00                        |   |
| Indirect Costs  | 2,422.08                      | \$2,422.08  |
| <b>Total</b>    | <b>\$139,949.70</b>           | <b>\$139,501.00</b>   |

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is %26.10 of (check one):

- ☐ salary and fringe benefits  
☐ modified total direct costs  
☒ other direct costs base

If other direct cost base, identify: Salaries Only

This rate is less than or equal to (check one):

- ☒ **Predetermined Rate**—an audited rate that is not subject to adjustment.  
☐ **Negotiated Predetermined Rate**—an experienced-based predetermined rate agreed to by Performing Party and TCEQ. This rate is not subject to adjustment.  
☐ **Default Rate**—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents:
4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in TxGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control.**
  - a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the Total Budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.
  - b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.
  - c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.
7. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in the Notices, Project Representatives and Records Location document at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.
  - a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.
8. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.
9. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under TxGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed

indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match). Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing Party's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do not benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

## Notices, Project Representatives and Records Location

### PROJECT TITLE: RIDER 7 PM2.5 LOCAL AIR QUALITY PLANNING GRANT

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either party may change its information in this *Notices, Project Representatives and Records Location* document by providing notice to the other party's representative for contractual matters.

3. **TCEQ Representatives**

**TCEQ CONTRACT MANAGER  
(for Contractual Matters)**  
Amy Fountain

Contract Specialist

Title

Texas Commission on Environmental  
Quality

P.O. Box 13087

MC-164

Austin, Texas 78711-3087

Telephone No. (512) 239-1236

Facsimile No. (512) 239-1500

Email Address:

[Amy.Fountain@tceq.texas.gov](mailto:Amy.Fountain@tceq.texas.gov)

**TCEQ PROJECT MANAGER  
(for Technical Matters)**  
Macayla Coleman

Project Coordinator

Title

Texas Commission on Environmental  
Quality

P.O. Box 13087

MC-206

Austin, Texas 78711-3087

Telephone No. (512) 239-4986

Facsimile No. (512) 239-1500

Email Address:

[Macayla.Coleman@tceq.texas.gov](mailto:Macayla.Coleman@tceq.texas.gov)

4. **Performing Party Representatives.**

**For Contractual Matters**

Vicky Glen

Finance Grants Manager

Title

Telephone No. (361) 826-3406

Facsimile No. (361) 826-1330

Email Address: [vickyg@cctexas.com](mailto:vickyg@cctexas.com)

**For Technical Matters**

Joel Skidmore

Air Quality Specialist

Title

Telephone No. (361) 826-1564

Facsimile No. (361) 826-1330

Email Address:

[joels4@cctexas.com](mailto:joels4@cctexas.com)

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager, unless another recipient is identified below:

☐ TCEQ Project Manager / ☐ TCEQ Disbursements Section / ☒ Other:  
[Invoice\\_AQD@tceq.texas.gov](mailto:Invoice_AQD@tceq.texas.gov)

6. **Designated Location for Records Access and Review.** The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

City Hall, Accounting Operations Office  
1201 Leopard Street  
Corpus Christi TX 78401  
(City / State ZIP)



## **Attachment A: Financial Status Report (FSR)**

## Texas Commission on Environmental Quality FINANCIAL STATUS REPORT

|  |   |      |                    |                             |   |                            |    |            |
|--|---|------|--------------------|-----------------------------|---|----------------------------|----|------------|
| 1.   | STATE AGENCY ORGANIZATION UNIT<br>TO WHICH REPORT IS SUBMITTED:   |      |                    |                             |   |                            |    |            |
| 2.   | GRANT/CONTRACT TITLE:   |      |                    |                             |   |                            |    |            |
|  |   |      |                    |                             |   |                            |    |            |
| 3.   | PAYEE IDENTIFICATION NUMBER:  |      |                    | 4.                          | RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS,<br>INCLUDING ZIP CODE) : |                            |    |            |
|  |   |      |                    |                             |   |                            |    |            |
| 5.   | TCEQ CONTRACT NUMBER:   |      |                    |                             |   |                            |    |            |
|  |   |      |                    |                             |   |                            |    |            |
| 6.   | FINAL REPORT:   | YES  | NO                 |                             |   |                            |    |            |
| 7.   | ACCOUNTING BASIS:   | CASH | ACCRUAL            |                             |   |                            |    |            |
| 8.   | TOTAL PROJECT/GRANT PERIOD:   |      |                    | 9.                          | PERIOD COVERED BY THIS REPORT:  |                            |    |            |
|  | FROM  |      | TO                 |                             | FROM  |                            | TO |            |
| 10.  | BUDGET CATEGORIES:  |      | Approved<br>Budget | Project Cost<br>This Report |   | Cumulative<br>Project Cost |    | Balance ** |
|  | a Personnel/Salary  |      |                    | *                           |   |                            |    |            |
|  | b Fringe Benefits   |      |                    | *                           |   |                            |    |            |
|  | c Travel  |      |                    | *                           |   |                            |    |            |
|  | d Supplies  |      |                    | *                           |   |                            |    |            |
|  | e Equipment   |      |                    | *                           |   |                            |    |            |
|  | f Contractual   |      |                    | *                           |   |                            |    |            |
|  | g Construction  |      |                    | *                           |   |                            |    |            |
|  | h Other   |      |                    | *                           |   |                            |    |            |
|  | i Total Direct Costs (Sum a - h)  |      |                    |                             |   |                            |    |            |
|  | j Indirect Costs  |      |                    |                             |   |                            |    |            |
|  | k Total (Sum of i & j)  |      |                    |                             |   |                            |    |            |
| *List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories.<br>Please attach receipts, as required, in accordance with your contract. |   |      |                    |                             |   |                            |    |            |
| **Negative balances in any of the budget categories should be explained in a brief accompanying narrative.   |   |      |                    |                             |   |                            |    |            |
| 11.  | CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document. |      |                    |                             |   |                            |    |            |
|  |   |      |                    |                             |   |                            |    |            |
|  | Signature of Authorized Certifying Official   |      |                    |                             |   |                            |    |            |
|  |   |      |                    |                             |   |                            |    |            |
|  | Typed or Printed Name and Title   |      |                    |                             |   |                            |    |            |
|  |   |      |                    |                             |   |                            |    |            |
|  | Telephone (Area code, number and ext.)  |      |                    |                             |   | Date Submitted             |    |            |

## ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS

| EQUIPMENT PURCHASES (during this report period)                       |  |              |               |       |
|---|--|--------------|---------------|-------|
| NUMBER<br>PURCHASED   | ITEM DESCRIPTION<br>(Should match description provided for approval) | UNIT<br>COST | TOTAL<br>COST | TASKS |
|   |  |              |               |       |
|   |  |              |               |       |
|   |  |              |               |       |
|   |  |              |               |       |
|   |  |              |               |       |
|   |  |              |               |       |
|   |  |              |               |       |
| TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248) |  |              | \$            |       |

| CONTRACTUAL EXPENDITURES (during this report period)                    |     |                    |       |
|---|-----|--------------------|-------|
| SUBCONTRACTOR (NAME)  | FOR | COST (THIS PERIOD) | TASKS |
|   |     |                    |       |
|   |     |                    |       |
|   |     |                    |       |
|   |     |                    |       |
|   |     |                    |       |
|   |     |                    |       |
|   |     |                    |       |
| TOTAL CONTRACTUAL EXPENDITURES (must agree with line 10f on Form 20248) |     | \$                 |       |

\* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

[illegible]

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## ITEMIZATION OF SUPPLY AND OTHER COSTS

| <b>SUPPLIES PURCHASED</b> (during this report period)              |  |           |            |       |
|--|--|-----------|------------|-------|
| NUMBER PURCHASED   | ITEM DESCRIPTION<br>(Should match description provided for approval) | UNIT COST | TOTAL COST | TASKS |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
|  |  |           |            |       |
| TOTAL SUPPLY EXPENDITURES (must agree with line 10d on Form 20248) |  |           | \$         |       |

| <b>OTHER EXPENDITURES</b> (during this report period)             |             |           |            |       |
|---|-------------|-----------|------------|-------|
| NUMBER PURCHASED  | DESCRIPTION | UNIT COST | TOTAL COST | TASKS |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
|   |             |           |            |       |
| TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248) |             |           | \$         |       |

\*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MAY BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED \$500.

## ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

| PERSONNEL/SALARY EXPENDITURES (during this report period)                    |                |                      |       |
|--|----------------|----------------------|-------|
| EMPLOYEE NAME  | TITLE/POSITION | SALARY (THIS PERIOD) | TASKS |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
|  |                |                      |       |
| TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248) |                | \$                   |       |

| TRAVEL EXPENDITURES (during this report period)                    |        |                    |       |
|--|--------|--------------------|-------|
| DESCRIPTION  | REASON | COST (THIS PERIOD) | TASKS |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
|  |        |                    |       |
| TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248) |        | \$                 |       |

\*SUBSTANTIATING DOCUMENTATION (time sheets, travel receipts, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM

## Financial Status Report Preparation Instructions

1. The PERFORMING PARTY, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms. Unless directed otherwise in the Contract, the PERFORMING PARTY shall submit such payment request documents by not later than twenty-one (21) days after the close of each state fiscal year quarter. The reporting periods shall also correspond to the State of Texas fiscal year quarters (September-November; December-February, March-May; June-August). Each Financial Status Report shall indicate, for each budget sub-category the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested. A quarterly Financial Status Report is required even if no expenses were incurred during the report period.
2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-1, legible documentation that (1) serves to further identify the specific piece of equipment received or the services provided, (2) clearly identifies the vendor or subcontractor who provided the equipment or services, and (3) that confirms the reimbursable amount listed on the form. In the case of equipment purchases, the attached documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. In the case of subcontractor provided services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
3. All requests under this Contract for the reimbursement of expenditures that fall within the "Construction" category of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-2, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or subcontractor who provided the construction related materials or services, and (3) that confirms the reimbursable amount listed on the form. The attached documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of subcontractor provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, for any single-listed item or service costing more than \$500, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, legible documentation that (1) serves to further identify the specific items or services, (2) clearly identifies the vendor or subcontractor who provided the items or services, and (3) that confirms the reimbursable amount listed on the form. Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information. The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.
5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. Although no supporting documentation is required to be attached to Supplemental Form 20248-4 with respect to reported "Personnel/Salary" expenditures in order to receive reimbursement, the PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract. With respect to employee travel, all costs listed on Form 20248-4 must be supported by attached documentation that identifies the name of the travelers, and that substantiates the reported reimbursable costs. Documentation, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the PERFORMING PARTY-approved travel vouchers, signed by the employees who traveled, and (2) for any travel-related expenses under this contract borne directly by the PERFORMING PARTY (and thus for which reimbursement by the PERFORMING PARTY to the traveler was not required) separate receipts showing, at a minimum, the traveler's name, the travel location, and the travel date(s).
6. When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific contract task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.



## **Attachment B: Release of Claims**

(Must be returned with last invoice per the General Term and Condition titled  
*Release of Claims*)

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### Conditional Final Waiver and Release of Claims

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$\_\_\_\_\_, which constitutes final payment to [*Performing Party's Name*] (hereinafter referred to as "Performing Party"), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number \_\_\_\_\_ (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

**Attachment C:**  
**Budget Revision Request**  
(Must be returned as specified in the *Cost Budget*)

### BUDGET REVISION REQUEST FORM

Purpose: To document recipient organization's proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs resulting in cumulative transfers of more than 10% of the total budget.

Instructions: Complete 1. - 8. Total the amounts.

1. Recipient Organization (Name & Complete Address Including Zip Code):

2. Grant/ Contract Title:

3. Payee Identification No.:

4. TCEQ Contract No.:

5. Total Project/ Grant Period:

6. Budget Categories:

7. Approved Budget

8. Change Requested (+ or -)

9. New or Revised Budget

a. Personnel/Salaries

b. Fringe Benefits

c. Travel

d. Supplies

e. Equipment

f. Contractual

g. Construction

h. Other

i. Total Direct Costs (sum a - h)

j. Indirect Costs ( \_\_\_\_% x \$ \_\_\_\_ [Base: Salary])

k. Total (sum i & j)

Justification (Attach additional sheets, if necessary):

\*\*\* Budget Revision Request must contain all signatures to be approved/valid \*\*\*

Signature of Recipient's Representative      Date

\_\_\_\_\_  
Type or Printed Name and Title

Signature of TCEQ Project Manager      Date

\_\_\_\_\_  
Type or Printed Name and Title

Signature of TCEQ Contract Manager      Date

\_\_\_\_\_  
Type or Printed Name and Title

**Attachment D:**  
**Level-of-Effort Certification**

(Certification(s) must be returned with each invoice if required per the General Term and Condition titled *Level-of-Effort Certification (LEC)*)

### Level-of-Effort Certification

[Month] 20[XX]

Employee Name: [Name]

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

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

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

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment E:**  
**Personnel Eligibility List**

(Must be returned per the General Term and Condition titled *Personnel Eligibility List (PEL)*)



## Date:

[illegible]

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**Texas Commission on Environmental Quality (TCEQ)**  
**Contract Name: Rider 7 PM2.5 Local Air Quality Planning**  
**Grant**

THE CONTRACT FROM TCEQ TO:  
**City of Corpus Christi (City of Corpus) Rider 7 PM2.5**  
**Local**  
**Air Quality Planning Grant TCEQ PCR No.**  
**01390**

**Contract Number: 582-24-01390**

**NOTICE TO COMMENCE**


Contract Amount: \$139,501.00

Grant Period 2024-2025 Amount: \$139,501.00

**Date for Completion of Work: December 31, 2025**

TCEQ executed Contract No. 582-24-01390 on August 28, 2024. The Grantee submitted a revised Statement of Work (SOW) for calendar year (CY) 2024 and 2025 on September 25, 2024. The TCEQ Project Manager has reviewed and approved the Grantee's Statement of Work and hereby incorporates the 2024-2025 Statement of Work as an Exhibit to TCEQ's Executed Contract.

**TCEQ:**  
Texas Commission on Environmental Quality

  
\_\_\_\_\_  
(Authorized Signature)

Marissa Jimenez  
\_\_\_\_\_  
(Printed Name)

Project Manager  
\_\_\_\_\_  
(Title)

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

## **EXHIBIT B, STATEMENT OF WORK**

TCEQ Contract Name: City of Corpus  
Rider 7 Local Air Quality Planning Grant

Christi Contract# 582-24-01390

### **STATEMENT OF WORK**

**CITY OF CORPUS CHRISTI (Performing Party/Grantee)**

**CONTRACT (GRANT) NUMBER: 582-24-01390**

**STATEMENT OF WORK ACTIVITIES NO: 832002S**

**SUBGRANTEES TO BE USED UNDER THIS CONTRACT: TEXAS A&M  
UNIVERSITY- CORPUS CHRISTI**

### **Rider 7 – Statement of Work**

#### **TIMELINE**

The activities shall begin upon issuance of this executed Statement of Work and must be completed no later than December 31, 2025.

**TOTAL AMOUNT OF THIS STATEMENT OF WORK ACTIVITIES: \$139,501.00**

The total amount to be reimbursed by TCEQ for activities performed under this Statement of Work shall not exceed the amount shown above unless the amount is changed by an amendment.

#### **GRANT ACTIVITIES**

The Performing Party will implement all grant activities in order to monitor ozone and inventorying emissions, as required in Rider 7, Texas Commission on Environmental Quality, Article VI of the General Appropriations Act of the 88<sup>th</sup> Legislature.

#### **Task 1-Project Management**

The City of Corpus Christi will provide technical and fiscal oversight of the project to ensure all activities and deliverables are acceptable, complete as scheduled and within budget, including ensuring that no more 10% of costs are spent on administrative expenses. Project management will be documented and provided to the TCEQ Project Manager through a Quarterly Progress Report (QPR) and quarterly Financial Status Report (FSR).

**Subtask 1.1 QPR:** The City of Corpus Christi will electronically submit QPRs to the TCEQ Project Manager via email. QPRs will

1. Summarize all activities performed with respect to each task and subtask of this statement of work for the previous quarter;
2. Establish performance goals for each task and subtask for the quarter in which the report is delivered;
3. Compare accomplishments on every task and subtask to performance goals established in the previous quarter;
4. Summarize any reasons why performance goals were not met, when applicable; and
5. Provide a preliminary estimate of costs by task and subtask for the reporting period.

**Subtask 1.2 FSR:** The City of Corpus Christi will submit FSRs to the TCEQ Contract Manager in accordance with the Special Terms and Conditions.

**Subtask 1.3 Contact Communication:** The City of Corpus Christi's Project Manager will be available for questions from the TCEQ Project Manager during the project and up to one month after completion.

**Deliverables and Dates Task 1:**

| Deliverable Task 1  | Deliverable Date  |
|---|---|
| Deliverable 1.1: Quarterly progress and Financial Status Reports                | Reports and Financial Status reports Quarterly Progress Reports indicated in the Grant; 30th of December, March, June and September   |
| Deliverable 1.2: Contract Communications will be available between both parties | All reasonable times during communication will be available the performance of work and at between both parties least one month after the contract is completed. A minimum of 30 days before public meetings / events, or major task activities or development. |
| Deliverable 1.3 Contact Communication   | The performing party will be available for communication up to one month after completion of the contract.  |

**Cost Breakdown of Task 1: Project Management Salary and Fringes \$13,950**

**Task 2-Statement of Work**

**Subtask 2.1-Statement of work:**

This document is serving as the statement of work. The purpose of the work is to establish a PM<sub>2.5</sub> and PM<sub>10</sub> monitoring site within the Corpus Christi airshed to support air quality management under the State Implementation Plan (SIP). This includes installing and calibrating a T640X PM analyzer, monitoring PM<sub>2.5</sub> and PM<sub>10</sub> levels gathering data on physical and chemical atmospheric conditions associated with elevated particulate matter levels.

**Subtask 2.2-Quality Assurance/Quality Control Procedures:**

The performing party will follow a QAPP to ensure the adherence of data or other products to established criteria. The Draft QAPP will be submitted within 30 calendar days after Task 2.1 is approved.

**Deliverables and Dates Task 2:**

| Deliverables Task 2               | Date   |
|-----------------------------------|--|
| Deliverable 2.1 Statement of Work | 1/2025   |
| Deliverable 2.2 QAPP              | Draft QAPP submitted within 30 calendar days after Task 2.1 is approved. The QAPP must be accepted by the TCEQ prior to the start of technical activities. |

**Deliverable Cost Task 2:** \$0 (Cost is included in 3.2 Salary and Fringe \$20,348)

**Task 3-Inventorying emissions, monitoring of pollutant levels, air pollution and data analysis, modeling pollution levels, and administration of the program**

**Subtask 3.1-Inventorying Emissions: N/A**

**Subtask 3.2-Monitoring of Pollutant Levels:**

The goal of subtask 3.2 will be to develop a particulate matter (both PM<sub>2.5</sub> and PM<sub>10</sub>) monitoring site in Nueces County portion of the Corpus Christi airshed. This site will tentatively be co-located with the existing city ozone monitoring site at 4925 Holly Rd, Corpus Christi, TX 78411 due to previous site development, site agreement and power access. A T640X FEM PM<sub>2.5</sub> and PM<sub>10</sub> analyzer and shelter modified specifically for the T640X will be purchased and delivered to the air monitoring site. The PM analyzer will be calibrated according to the Code of Federal Regulations Title 40 Part 58 and manufacturer specifications and will require a QAPP. This monitoring site will align with the State Implementation Plan (SIP) goals by providing air quality data that could be used to understand air quality in the area.

**Deliverables and Dates Subtask 3.2**

| <b>Deliverables Subtask 3.2</b>   | <b>Date</b>  |
|---|--|
| Deliverable 3.2 Ordering of air monitoring site shelter and instrumentation   | February 2025  |
| Deliverable 3.2 Lab quality check of instrumentation and field deployment   | March 2025   |
| Deliverable 3.2 Ambient monitoring data collected at monitoring sites delivered to TCEQ and posted on the Coastal Bend Air Quality Partnership website. | Continuously between April 1, 2025 through November 30, 2025 |

**Cost breakdown Subtask 3.2**

| <b>Item</b>                   | <b>Cost</b>    |
|-------------------------------|----------------|
| Salary and Fringe             | 20,348         |
| Tuition                       | 10,055         |
| Maintenance/Parts/Calibration | 12,883         |
| Travel to site                | 4,000          |
| PM analyzer/shelter           | 63,000         |
| Indirect                      | 15,265         |
| <b>TOTAL</b>                  | <b>125,551</b> |

**Cost descriptions Subtask 3.2:**

**Salary and Fringe (Total \$20,348):** (PI 0.20 months and MS graduate student 12 months).

**Tuition (Total \$10,055):** Tuition for one graduate student over the 1-year period.

**Maintenance Costs/Replacement parts/Calibration supplies (Total \$12,883)**

**Travel to monitoring site (\$4,000):** Truck rental, fuel, mileage

**PM analyzer and modified air-conditioned shelter (Total \$63,000):** One T640X FEM PM<sub>2.5</sub> and PM<sub>10</sub> analyzers and air-conditioned shelter modified specifically for the T640X.

**Indirect (\$15,265):** Indirect costs requested on this proposal are calculated at the Texas A&M Corpus Christi federally negotiated rate of 41% of Modified Total Direct Costs. Modified total direct costs consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess

of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

### **Subtask 3.3-Air Pollution and Data Analysis**

Subtask 3.3 will report atmospheric conditions and chemical precursor concentrations associated with high or standard exceeding  $PM_{2.5}$  and  $PM_{10}$  measurements in the Corpus Christi airshed. Atmospheric conditions (i.e., wind direction, wind speed, relative humidity, temperature) and ancillary pollutant concentrations (i.e., ozone,  $NO_x$ ) which are measured via separate funding will be obtained directly at the site. The report will be developed through the below investigations and analyses. This task will support the State Implementation Plan.

Evaluate wind speeds, wind directions, relative humidity and temperature associated with background and high PM events to determine the local conditions and sources associated with high/low PM levels

- Determine diurnal and seasonal trends associated with background and high PM levels
- Determine 24-hour air mass back trajectories using NOAA HYSPLIT software to determine source regions likely to affect local area ozone.
- Perform weekday vs. weekend analysis to evaluate the potential effectiveness of reduced levels of local industrial and mobile source activity
- Address additional relevant questions listed in Section 11.1.1 of EPA's ozone modeling guidance document, *Guidance on the Use of Models and Other Analyses to Demonstrating Attainment of Air Quality goals for Ozone,  $PM_{2.5}$ , and Regional Haze*.

### **Deliverables and Dates Subtask 3.3**

| <b>Deliverables Task 3.3</b>  | <b>Date</b>   |
|---|---|
| Deliverable 3.3 Preliminary analysis upon request with quarterly reports and full analysis provided in Draft and Final Reports via Task 4 | Quarterly by the 30 <sup>th</sup> of December, March, June, & September |

**Cost Breakdown Subtask 3.3:** \$0 (Cost is included in 3.2 Salary and Fringe \$20,348)

### **Subtask 3.4-Modelling Pollution Levels: N/A**

## **Task 4-Draft and Final Reports**

### **Subtask 4.1-Draft Report**

The draft report will provide a comprehensive overview of activities undertaken and any data collected and analyzed. The draft report will highlight major activities and key findings, provide pertinent analysis and detail relevant statistics, including data, parameter, or model completeness, accuracy and precision.

### **Subtask 4.2-Final Report**

We will consider all comments received from TCEQ on the Draft Report and prepare a Final Report. The Final Report will be prepared in the same format as the Draft Report.

#### Deliverables and Dates Task 4

| Deliverables Task 4          | Date              |
|------------------------------|-------------------|
| Deliverable 4.1 Draft Report | December 1, 2025  |
| Deliverable 4.2 Final Report | December 31, 2025 |

**Cost Breakdown Task 4:** \$0 (Cost is included in 3.2 Salary and Fringe \$20,348)

#### Summary Schedule of Deliverables for the Statement of Work

| Task | Deliverable   | Date  |
|------|---|---|
| 1    | Deliverable 1.1: Quarterly progress and Financial Status Reports  | Reports and Financial Status reports Quarterly Progress Reports indicated in the Grant; 30th of December, March, June and September   |
| 1    | Deliverable 1.2: Contract Communications will be available between both parties   | All reasonable times during communication will be available the performance of work and at between both parties least one month after the contract is completed. A minimum of 30 days before public meetings / events, or major task activities or development. |
| 1    | Deliverable 1.3 Contact Communication   | The performing party will be available for communication up to one month after completion of the contract.  |
| 2    | Deliverable 2.1 Statement of Work   | 1/2025  |
| 2    | Deliverable 2.2 QAPP  | Draft QAPP within 30 calendar days after Task 2.1 is approved. The QAPP must be accepted by the TCEQ prior to the start of technical activities.  |
| 3    | Deliverable 3.2 Ordering of air monitoring site shelter and instrumentation   | February 2025   |
| 3    | Deliverable 3.2 Lab quality check of instrumentation and field deployment   | March 2025  |
| 3    | Deliverable 3.2 Ambient monitoring data collected at monitoring sites delivered to TCEQ   | Continuously between April 2025 through November 30, 2025   |
| 3    | Deliverable 3.3 Preliminary analysis upon request with quarterly reports and full analysis provided in Draft and Final Reports via Task 4 | Quarterly by the 30 <sup>th</sup> of December, March, June, & September   |
| 4    | Deliverable 4.1 Draft Report  | December 1, 2025  |
| 4    | Deliverable 4.2 Final Report  | December 31, 2025   |

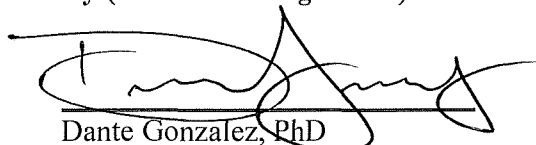
**Budget.** Authorized budgeted expenditures for work performed are as follows:

| Budget Category | Total Cost for<br>Work to be<br>Performed | Portion that is<br>Administrative Costs<br>(must be 10% or less<br>of Total) |
|-----------------|---|--|
| Salary / Wages  | \$13,950                                  | \$13,950   |
| Fringe Benefits |   |  |
| Travel          | \$0.00                                    | \$0  |
| Supplies        | \$0.00                                    | \$0  |
| Equipment       | \$0.00                                    | \$0  |
| Contractual     | \$125,551.00                              | \$0  |
| Construction    | \$0.00                                    | \$0  |
| Other           | \$0.00                                    | \$0  |
| Indirect Costs  | \$0.00                                    | \$0  |
| Total           | \$139,501.00                              | \$13,950.00  |

**Performing Party/Grantee:**

City of Corpus Christi

By (Authorized Signature)

  
Dante Gonzalez, PhD  
Interim Director of Public Health

2/10/2025  
Date



## EXHIBIT C, BUDGET

### Authorized Contractual Expenditures for Subrecipient:

| Item                          | Cost                 |
|-------------------------------|----------------------|
| Salary & Fringe               | \$ 20,348.00         |
| Tuition                       | \$ 10,055.00         |
| Maintenance/Parts/Calibration | \$ 12,883.00         |
| Travel to Site                | \$ 4,000.00          |
| PM Analyzer/Shelter           | \$ 63,000.00         |
| Indirect Costs                | \$ 15,265.00         |
| <b>Total</b>                  | <b>\$ 125,551.00</b> |

### Expenditure Cost Descriptions:

1. Salary & Fringe - \$20,348.00
  - a. Principal Investigator – 0.20 Months
  - b. Master of Science Graduate Student – 12 Months
2. Tuition - \$10,055.00
  - a. Tuition for one graduate student during the 1-Year Contract Period
3. Maintenance/Parts/Calibration - \$12,883.00
  - a. Maintenance costs, replacement parts, calibration supplies.
4. Travel to Site - \$4,000.00
  - a. Truck rental, fuel, and mileage.
5. PM Analyzer/Shelter - \$63,000.00
  - a. One T640X DEM PM2.5 and PM10 analyzer.
  - b. Air-conditioned shelter modified specifically for the T640X.
6. Indirect Costs - \$15,265.00
  - a. Indirect costs requested on this proposal are calculated at the Texas A&M Corpus Christi (TAMU-CC) federally negotiated rate of 41 % of Modified Total Direct Costs, as defined below.
  - b. TAMU-CC's Modified Total Direct Costs shall exclude equipment greater than \$5,000 and a useful life greater than 1 year; capital expenditures; charges for patient care; rental costs; tuition remission; scholarships and fellowships; participant support costs and the portion of each subaward in excess of \$25,000.
  - c. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

## COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1741760663A1  
ORGANIZATION:  
Texas A&M University – Corpus Christi  
6300 Ocean Drive  
Unit 5737  
Corpus Christi, TX 78412

Date: 01/30/2023  
FILING REF.: The preceding  
agreement was dated  
03/25/2019

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

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### SECTION I: INDIRECT COST RATES

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| RATE TYPES:             |             | FIXED         | FINAL          | PROV. (PROVISIONAL) | PRED. (PREDETERMINED)  |
|-------------------------|-------------|---------------|----------------|---------------------|--|
| <u>EFFECTIVE PERIOD</u> |             |               |                |                     |  |
| <u>TYPE</u>             | <u>FROM</u> | <u>TO</u>     | <u>RATE(%)</u> | <u>LOCATION</u>     | <u>APPLICABLE TO</u>   |
| PRED.                   | 09/01/2022  | 08/31/2024    | 38.00          | On Campus           | Organized Research   |
| PRED.                   | 09/01/2022  | 08/31/2024    | 38.00          | On Campus           | Instruction  |
| PRED.                   | 09/01/2022  | 08/31/2024    | 35.00          | On Campus           | Other Sponsored Activities   |
| PRED.                   | 09/01/2024  | 08/31/2026    | 41.00          | On Campus           | Organized Research   |
| PRED.                   | 09/01/2024  | 08/31/2026    | 41.00          | On Campus           | Instruction  |
| PRED.                   | 09/01/2024  | 08/31/2027    | 37.00          | On Campus           | Other Sponsored Activities   |
| PRED.                   | 09/01/2026  | 08/31/2027    | 42.00          | On Campus           | Organized Research   |
| PRED.                   | 09/01/2026  | 08/31/2027    | 42.00          | On Campus           | Instruction  |
| PRED.                   | 09/01/2022  | 08/31/2027    | 26.00          | Off Campus          | All Programs   |
| PROV.                   | 09/01/2027  | Until Amended |                |                     | Use same rates and conditions as those cited for fiscal year ending August 31, 2027. |

#### \*BASE

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

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## SECTION II: SPECIAL REMARKS

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### TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

### TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF CAMPUS DEFINITION: For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s) the off-campus rate will apply. Grants or contracts will not be subject to more than one indirect cost rate. If more than 50% of a project is performed off-campus, the off-campus rate will apply to the entire project.

### FRINGE BENEFITS:

FICA

Retirement

Worker's Compensation

Life Insurance

Unemployment Insurance

Health Insurance

Accrued Compensated Absences

Your next proposal based on actual costs for the fiscal year ending 08/31/2026 is due in our office by 02/28/2027.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

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## SECTION III: GENERAL

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A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

### BY THE INSTITUTION:

Texas A&M University – Corpus Christi

(INSTITUTION)

Jaclyn Mahlmann Digitally signed by Jaclyn Mahlmann  
Date: 2023.02.03 14:29:06 -06'00'

(SIGNATURE)

Jaclyn Mahlmann

(NAME)

Vice President of Finance & Administration

(TITLE)

2/3/23

(DATE)

### ON BEHALF OF THE GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -S Digitally signed by Arif M. Karim -S  
Date: 2023.02.03 13:29:57 -06'00'

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

01/30/2023

(DATE)

HHS REPRESENTATIVE: Denise Shirlee

TELEPHONE: (214) 767-3261