

Texas Commission on Environmental Quality

Cooperative Reimbursement Grant for State Agencies and Local Governments

GRANT SIGNATURE PAGE

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

Grant Number: 582-16-60182

Performing Party: City of Corpus Christi

Performing Party Identification Number: 17460005741

Maximum Authorized Reimbursement: \$ 405,243.32

Effective Date: ☒ the latter of September 1, 2015 or the latest date of signature

Expiration Date: ☒ December 31, 2017 ☐ Last day of Fiscal Year in which the Grant was signed

☐ If checked, this Grant requires matching funds. Match Requirement:

☐ If checked, this Grant is funded with federal funds.

CFDA Number:

Federal Grant Number:

This Grant is entered under: ☐ Gov't Code ch. 771 ☐ Gov't Code ch. 791 ☒ Water Code § 5.124

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 Grant (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 Grant must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Grant consists of all documents specified in the list of Grant Documents following this page; (c) as authorized by TCEQ, Performing Party will conduct Grant Activities as part of its own authorized governmental functions; and (d) The Texas Uniform Grant Management Standards (UGMS) apply to this Grant and TCEQ will reimburse allowable Costs subject to UGMS and this Grant. The parties agree to follow any new version of UGMS that is issued, unless the parties agree otherwise in writing. Any citations included in this Grant, will be deemed to refer to the comparable provision in the newest version of UGMS.

**Texas Commission on
Environmental Quality (TCEQ)**

**City of Corpus Christi
(Performing Party/Grantee)**

By: _____
Authorized Signature

By: _____
Authorized Signature

Steve Hagle, P.E.
Printed Name

Ronald L. Olson
Printed Name

Deputy Director
Title

City Manager
Title

Date

Date

Procurements & Contracts Representative

Sylvia Ordeman, CTPM
Printed Name with Certification

Date

GRANT DOCUMENTS LIST

Cooperative Reimbursement Grant for State Agencies and Local Governments

This Grant between TCEQ and Performing Party consists of the Grant 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 Grant Documents, as amended, control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Grant 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. All documents that are included in the list below, but are not attached to this Grant, are incorporated by reference.

- ☒ Grant Signature Page
- ☒ Grant Documents List (this page)
- ☒ Scope of Work
- ☒ Procedures for Proposals for Grant Activities (PGAs)
- ☒ General Terms and Conditions
- ☒ Proposals for Grant Activities (PGAs) (Including Work Plans and Notices to Commence) created during the Grant, includes Budget Revision Requests (BRR) approved by TCEQ and approved PELs
- ☒ Cost Budget Form (In the event of a conflict of terms, a completed Cost Budget Form included in a PGA signed by TCEQ and the Performing Party controls over the blank form included in the Grant documents, as to that specific PGA.)
- ☒ Personnel Eligibility List (PEL) Form
- ☒ Notices, Project Representatives and Records Locations
- ☒ Attachment A: Release of Claims Form (form and completed forms provided under the Grant)
- ☒ Attachment B: Financial Status Report (FSR) (Form 269a/ TCEQ Form 20248) and Supplemental Financial Status Report forms (Supplemental Form 269a/TCEQ Form 20248-1 through 20248-4). FSR Forms may be updated by TCEQ during the Grant Period. (forms and completed forms provided under the Grant)
- ☒ Attachment C: Budget Revision Request Form
- ☒ Attachment D: Progress Report Template (template and completed reports provided under the Grant)
- ☒ Attachment E: Other documents that are delivered or issued, in accordance with the Grant, after the effective date of the Grant

SCOPE OF WORK

1. **Introduction.** This Scope of Work is a general description of Performing Party air quality planning activities that may be agreed to in Proposals for Grant Activities (PGAs) under this Grant in accordance with Rider 7, Commission on Environmental Quality, Article VI of the General Appropriations Act of the 84th Legislature. TCEQ and the Performing Party will agree to activities by signing a PGA(s), which shall include the Performing Party's Work Plan (WP) for specific Grant Activities and a Notice to Commence (NTC).
2. **Description of Activities**
 - 2.1. The Grant Activities funded with the Rider 7 funding may include identifying, inventorying, and monitoring of pollution levels; modeling pollution levels; and the identification, quantification, and implementation of appropriate pollution reduction controls. TCEQ shall allocate the Rider 7 funding to those activities that are most beneficial to the State Implementation Plan (SIP). The Performing Party shall expend Rider 7 funding solely on activities related to ozone and its precursors, which are primarily nitrogen oxides (NOX) and volatile organic compounds (VOCs).
 - 2.2. The Grant Activities funded with Rider 7 funding may include community outreach activities designed to change behaviors to those that could reduce emissions of ozone precursors.
 - 2.3. The Performing Party must obtain written approval from TCEQ prior to using these funds to model or prepare emissions inventories based in whole or part on existing control strategies with compliance and/or control effectiveness rates that differ from those currently used by TCEQ. This provision applies to all emissions inventory development and photochemical modeling of base case, baseline, and future modeling scenarios.
 - 2.4. In order to maintain consistency with the SIP, the Performing Party and its sub-grantees and subcontractors shall use mobile source emissions factors and existing program assumptions used by TCEQ when working with mobile source emissions inventories (for any purpose) or existing mobile source control strategy programs. These assumptions include compliance and/or control effectiveness parameters.
3. **Specifications and Standards for Performance**
 - 3.1. **Timeliness:** The Performing Party shall take all available measures to ensure that deliverables are submitted to TCEQ on or before their due dates. Failure by the Performing Party to meet deliverable due dates may result in the use of any or all remedies described in the Grant.
 - 3.2. **Completeness:** The Performing Party shall ensure that all deliverables are complete with regard to the scope and purpose of their associated tasks. Failure by the Performing Party to deliver complete deliverables may result in the use of any or all remedies described in the Grant.
4. **Conference Calls and Meetings.** If determined by TCEQ or the Performing Party to be necessary, a conference call will be scheduled. TCEQ or the Performing Party will submit an agenda one week before the scheduled conference call. The Performing Party shall have any technical documents, budget documents, and any other related documents for use during the call, as necessary to address the agenda.
5. **Deliverables.** TCEQ's Grant Manager may grant an extension of a deliverable due date in a PGA without amending the PGA. The Performing Party must request an extension of a deliverable due date, via email, no later than 15 business days prior to the conclusion of the deliverable due date. The TCEQ Grant Manager will confirm acceptance or denial of the extension via email within 10 business days.

Draft and Final deliverables may be submitted in electronic format by electronic mail, file transfer protocol (FTP), external hard drive, or on CD or DVD by mail. If the Performing Party sends the data on an external hard drive, TCEQ will return the external hard drive after the large electronic data files have been obtained.

The Performing Party agrees to submit final deliverables within 10 business days of receiving comments from TCEQ. If provided by electronic mail, the PGA number, fiscal year, task number, and the Amendment number, if applicable, shall be included in the subject line of the email.

The deliverable report or document shall clearly identify on its cover page in the top right hand corner the PGA number and the specific task or subtask number for which it was created. Example follows:

PGA 582-16-XXXXX-01
Task 1.1

6. **Quality Assurance Program and Procedures.** A Quality Assurance Project Plan (QAPP) addresses the quality assurance process the Performing Party will undertake to ensure the adherence of data or other products to established criteria. QAPPs will be supplied by the Performing Party as stated in the PGA. The QAPP shall address each task in the PGA in accordance with criteria, being neither arbitrary nor capricious, set by TCEQ. The QAPPs are approved via electronic mail from the Grant Manager to the Performing Party. The Performing Party is responsible for the QAPP and its implementation.
7. **Reporting.** Quarterly progress reports shall be submitted within 10 business days after the end of each State of Texas fiscal quarter, except that no quarterly progress report is due after the end of a partial quarter at the end of the Grant.
8. **Additional Information.** TCEQ representatives may attend the Performing Party's Air Quality Committee meetings or related meetings to provide technical guidance and/or to ensure compliance with the requirements of the Grant.

PROCEDURES FOR PROPOSALS FOR GRANT ACTIVITIES (PGAs)

1. **Purpose.** TCEQ intends to provide funds under this Grant to reimburse Performing Party for agreed Grant Activities. However, there is no guaranteed minimum level of funding for the Grant. All reimbursed Grant Activities must be agreed upon between TCEQ and Performing Party according to the procedures specified here. All Grant Activities must be within the Scope of Work described in this Grant.
2. **Proposals for Grant Activities (PGAs).** At any time during the Grant, TCEQ and the Performing Party may agree to Grant Activities to be performed by the Performing Party by signing a PGA, which includes a Work Plan and a Notice to Commence. The Performing Party shall obtain written approval from the TCEQ Grant Manager before preparing a draft PGA. The PGA shall be prepared on a template provided by TCEQ. TCEQ may also prepare draft PGAs. Each final and draft PGA shall include:
 - The Grant Number and title of this Grant;
 - The PGA Number and PGA title;
 - A maximum dollar amount for reimbursement of the Grant Activities described in the PGA;
 - Instructions to the Performing Party relating to the preparation of a QAPP;
 - Tasks and deliverables for the Grant Activities described in the PGA;
 - Start and end dates for the tasks and deliverables;
 - Schedule of deliverables for the Grant Activities described in the PGA;
 - Cost Budget: The PGA shall include a Cost Budget;
 - The names of TCEQ Project Representatives and the names of any other TCEQ staff contacts for the Grant Activities described in the PGA;
 - The names of the Performing Party's Project Representatives and other Performing Party contacts for the Grant Activities described in the PGA;
 - Personnel Eligibility List (PEL);
 - Signature: TCEQ and Performing Party shall have the PGA signed and dated by a person with the authority to bind TCEQ and Performing Party to the performance of the PGA; and
 - Notice to Commence: The latest signature date of the parties on the PGA will be the date that the Performing Party may commence performing the Grant Activities included in the PGA, unless a different date is indicated in the PGA. Except as specifically authorized otherwise in the PGA, TCEQ will not fund Grant Activities performed by Performing Party prior to the commencement date indicated in the PGA. The PGA may include a limited notice to commence authorizing reimbursable expenditures for only a portion of the PGA.

The PGA may also include matters such as:

- additional identifying numbers for the PGA;
- format of copies;
- interim or progress report requirements;
- Performing Party availability for questions;
- anything to be provided by TCEQ, such as data, models, reports, equipment, or access;
- required models or software to be used by Performing Party;

- standards to be adhered to by Performing Party relating to data, Geographical Information Systems (GIS), modeling, database projects, or other matters;
- testing procedures or acceptance criteria; and
- special requirements for the Grant Activities in the PGA.

3. **QAPP**

- 3.1. Performing Party shall submit a QAPP (if applicable) by the date specified in the PGA. The QAPP must meet all requirements specified in the Grant and in the PGA.
- 3.2. If the Grant is funded with federal funds, the QAPP must also meet all requirements specified in the federal grant providing the funds.

4. **Changes to PGAs**

4.1. **General Process**

- 4.1.1. Amendment Schedule for PGAs. It is the responsibility of the Performing Party to request PGA amendments to change deliverables, extend deliverable dates, or make other adjustments. TCEQ may issue a proposed PGA amendment at any time during the term of a PGA. Performing Party requests for amendments to PGAs shall be submitted to TCEQ no more than quarterly. Performing Party may submit a request for amendment to a PGA quarterly starting on the last day of the first quarter, except that for the last quarter, a request for amendment must be submitted 60 days prior to the expiration of the Grant. Quarters are defined below. Performing Party's or TCEQ's request to amend a PGA must describe in detail all proposed changes to the PGA.

Quarters
September 1– November 30, 2015
December 1, 2015 – February 29, 2016
March 1 – May 31, 2016
June 1 – August 31, 2016
September 1 – November 30, 2016
December 1, 2016 – February 28, 2017
March 1 – May 31, 2017
June 1 – August 31, 2017
September 1 – November 30, 2017

- 4.1.2. Within fourteen (14) calendar days of receipt of a proposed PGA amendment from the other party, the receiving party shall submit its changes to the PGA amendment or the signed PGA amendment to the other party's Representatives. TCEQ may specify a different deadline than the fourteen (14) day deadline when it provides the PGA amendment to the Performing Party. The receiving party must respond within seven (7) calendar days after receiving changes. The parties will work to reach an agreement on the amendment as expeditiously as possible and if in the opinion of either party, no agreement can be reached, that party may break off negotiations in writing.
- 4.1.3. Any PGA amendment shall be signed by both parties and shall include a revised complete or limited notice to commence with the Grant Activities in the amended PGA. Except as specifically authorized otherwise in the amended PGA, TCEQ will not fund Grant Activities affected by the amendment if they are performed by Performing Party prior to the effective date of the revised notice to commence.

4.2. **Budget Control.**

- 4.2.1. Cumulative transfers equal to or less than ten percent (10%) of half of the Total Budget. Performing Party may transfer amounts between the approved direct cost budget categories so long as the cumulative transfers from direct cost budget categories do not exceed ten percent (10%) of half of the Total Budget amount. Total costs to be reimbursed must be at or less than the budget total specified. Performing Party must submit a signed Budget Revision Request (BRR), using the attached form, with the

invoice. Upon approval of the BRR by TCEQ, the BRR will be deemed to be a document added to the Grant under General Terms and Conditions 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.

4.2.2. Cumulative transfers greater than ten percent (10%) of half 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 an amount greater than ten percent (10%) of half of the Total Budget of this PGA. The Performing Party must request to amend the PGA. A PGA amendment is required before Performing Party incurs these costs.

4.2.3. Performing Party must obtain written TCEQ approval prior to transferring amounts to budget categories containing zero dollars

4.3. **Required Changes to PGAs due to National Ambient Air Quality Standards (NAAQS) Designation.** If one or more counties within the Performing Party's program area are designated by the U.S. Environmental Protection Agency (EPA) as being in violation of one or more NAAQS with an effective date occurring during the term of this Grant:

4.3.1. TCEQ may require the Performing Party to revise language for the PGA;

4.3.2. TCEQ may specify which photochemical or meteorological modeling or emissions inventory development tasks are allowable under this Grant;

4.3.3. TCEQ may specify delivery dates for photochemical or meteorological modeling or emissions inventory development tasks; and

4.3.4. The Performing Party will mark and treat all photochemical or meteorological modeling or emissions inventory development work product as "DRAFT/DELIBERATIVE" until TCEQ agrees that those work products are of sufficient quality to be final versions. Work products marked "DRAFT/DELIBERATIVE" shall be released to third parties only with the prior permission of the TCEQ Program Coordinator, or under the terms of the Texas Public Information Act, Government Code, Chapter 552. Documents marked "DRAFT/DELIBERATIVE" may be shared with agents, employees, and subcontractors of the Performing Party; those assisting the Performing Party or its subcontractors; and those assisting the Performing Party in collecting the information.

5. **Cancellation of PGA.** Either party may cancel a PGA or portion of a PGA with thirty (30) calendar days' written notice. Cancellations may be for cause, for convenience, or for force majeure. Cancellation of a PGA by TCEQ must be authorized by a TCEQ signatory that has authority under the TCEQ Delegation Matrix of Authority for Contracts, Encumbrances and Procurement, or a subsequent replacement document, to sign PGAs for the amount of the PGA or if it is a partial cancellation, for the partial amount of the PGA. If a PGA is cancelled for convenience, whether in whole or in part, as to the cancelled portion of the PGA, Performing Party shall have all rights of notice, payment, or any other rights, that are specified for termination of the Grant for convenience. No cancellation shall prejudice any other right or remedy of TCEQ or the Performing Party in the event of breach. Upon cancellation, Performing Party may request reimbursement for: conforming Grant Activities; partially completed work which reasonably appears to be conforming; and timely, reasonable expenses directly attributable to cancellation, including reasonable termination settlement costs incurred by Performing Party because of its obligations to subcontractors or subgrantees. (Performing Party shall include appropriate termination for convenience clauses in its contracts and subgrants [see UGMS __.36(i)(2)]). TCEQ may set off Grant damages, if any, prior to making payment. Performing Party shall not be paid for: activities not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the cancellation.

6. **TCEQ Reliance on Budget and Due Dates Included in PGA**

6.1. **Reliance on Budget.** Performing Party acknowledges that TCEQ budgets for and encumbers funds only up to the not-to-exceed dollar amount contained in each PGA, and therefore, materially relies on the Performing Party adhering to the budget included in the PGA. Partially completed Grant Activities may be of little or no benefit to TCEQ. Therefore, in the event

Performing Party is unable to complete Grant Activities within the cost amounts included in the PGA, Performing Party agrees to use its best efforts to complete such Grant Activities using alternative funding.

- 6.2. **Reliance on Due Dates.** Performing Party acknowledges that TCEQ may depend on the completion of funded Grant Activities in order to prepare work product of its own which may be subject to statutory or other deadlines. In addition, funding for Grant Activities may be limited to Grant Activities performed within a certain time period. Therefore, milestones and deliverable due dates specified within a PGA are of the essence of the Grant. Without prejudice to any other right or remedy TCEQ may have in the event of delay, Performing Party agrees that it will immediately inform TCEQ if and as soon as it appears that a deliverable due date or PGA completion date may be exceeded.

7. **Personnel Eligibility List (PEL)**

- 7.1. All individuals charged as direct costs under each PGA must be included on the PEL in the PGA. To make substitutions to individuals listed on the PEL or to add individuals to the PEL, the Performing Party must submit an updated PEL to the TCEQ Grant Manager. The Performing Party shall not use the individuals substituted or added to the PEL prior to receiving an electronic mail from the TCEQ Grant Manager stating that TCEQ has no objection to the updated PEL (see UGMS __.30(d)), unless failure to immediately proceed with the substitution or addition will jeopardize the successful performance of the Grant Activities. If the Performing Party makes a substitution or addition because failure to immediately proceed with the substitution or addition will jeopardize the successful performance of the Grant Activities, the Performing Party must immediately notify TCEQ by providing the updated PEL.
- 7.2. Substitutes shall meet any minimum qualifications specified in the PGA for the Grant Activities and where reasonably possible, shall have qualifications comparable to or better than the qualifications of the individuals they are replacing.
- 7.3. Upon TCEQ sending the electronic mail stating that it has no objection to the updated PEL, the PEL will be deemed to be a document added to the PGA under General Terms and Conditions Section 1.2.

GENERAL TERMS AND CONDITIONS for Cooperative Reimbursement Grant for State Agencies and Local Governments

1. Grant Period

1.1. **Grant Period.** The Grant begins on the Effective Date and ends on the Expiration Date as provided on the Grant Signature Page. If no Effective Date is provided, the Effective Date of the Grant 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 Grant is signed.

1.2. Amendments.

1.2.1. This Grant is not subject to competitive selection requirements and may be amended and renewed by mutual agreement. Except as specifically allowed by the Grant, all changes to the Grant require a written amendment agreed to by both parties. Unless otherwise indicated in the applicable Grant amendment, an amendment that extends the Grant Period does not extend any other deadlines or due dates.

1.2.2. TCEQ Authority for Making Interpretations and Agreeing to Minor Changes.

1.2.2.1. The TCEQ Grant Manager and/or TCEQ Program Coordinator has the authority, without a formal Amendment, to make written Grant interpretations and agree in writing to minor, non-material changes to requirements in the Scope of Work or Proposal for Grant Activities, including:

1.2.2.1.1. Changes to the schedule in the PGA including an extension of a deliverable due date, not to exceed the expiration (completion) date of the PGA; and

1.2.2.1.2. Changes to the individual tasks in the PGA that do not substantially change the obligations of the Parties.

1.2.2.2. To be effective, the Grant changes agreed to by TCEQ must be in writing and must also be agreed to by an authorized Representative of the Performing Party. A copy of the agreed change must be retained in the appropriate file of both the Performing Party and TCEQ.

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

1.2.2.4. A formal Amendment to the Grant signed by authorized officials of both Parties is required for changes to the substantive obligations of the Performing Party and/or TCEQ, including the following:

1.2.2.4.1. Changes in the total amount of funds in the Grant or the PGA;

1.2.2.4.2. Changes to the Grant Expiration Date or PGA's expiration (completion date);

1.2.2.4.3. Changes to the Scope of Work or PGA that affect TCEQ obligations in this Grant or PGA and in agreements with the funding source, such as EPA, and obligations to another state or federal agency or the Texas Legislature; and

1.2.2.4.4. Changes that affect the material obligations of the Performing Party in this Contract.

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

2. **Funds**

- 2.1. **Availability of Funds.** This Grant and all claims, suits or obligations arising under or related to this Grant are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Grant or the respective claim, suit or obligation, as applicable. If the Texas General Appropriations Act (GAA) contains an apportionment requirement for the Rider 7 grant funding, TCEQ may unilaterally amend the dollar amount of the Grant or PGAs to conform to requirement in the GAA. 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 Grant will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Grant Signature Page.
- 2.3. **Fiscal Year Restrictions.** In order to be reimbursed under this Grant, costs must be incurred during the Grant Period and within the time limits applicable to the funds from which the Grant is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the Grant funding source.
- 2.4. **Grants.** If this Grant was entered under 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 Grant is contingent on the continuing appropriation of funds. This Grant shall not be construed to create debt against the State of Texas.
- 2.6. **Use of Funds.** The Performing Party shall maximize use of Air Quality Planning funds for technical purposes, such as data collection and analysis, field study activities, and research. The Performing Party shall minimize use of the funds for creation of supplementary outreach materials.

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 in the PGA Cost Budget.
- 3.2. **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Grant, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant is funded, in whole or in part, with federal funds.
- 3.3. **Duplication of Effort Prohibited.** In addition to the funds provided to the Performing Party under this Grant, TCEQ and other entities may provide funds to the Performing Party under separate agreements. Performing Party must monitor all activities to ensure that the grant funds complement one another and do not result in double payments for the same activity.
- 3.4. **Specific Costs**
 - 3.4.1. **Maximum Reimbursements for Cell Phones.** TCEQ will not reimburse the Performing Party for expenses related to the use of a cell phone or digital pager, except for a maximum of \$40.00 per month cell phone allowance for the Performing Party's named project representatives. TCEQ may reimburse the Performing Party for expenses related to the use of cell phones for the transmission of ambient monitoring data.

3.4.2. Travel.

3.4.2.1. In order to be reimbursable, all travel costs must be specifically authorized in advance of the travel, unless the travel is within 100 miles of the Performing Party's place of business and is not overnight or out-of-state. The Performing Party shall submit all travel requiring advance authorization to the TCEQ Grant Manager no later than 30 calendar days prior to 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. Travel by volunteers will not be reimbursed. The Performing Party must provide receipts for all actual costs.

3.4.2.2. **Maximum Reimbursements for Travel.** In addition to other provisions regarding travel, the following conditions apply:

3.4.2.2.1. If allowed by law, TCEQ encourages the Performing Party to participate in the Texas Comptroller of Public Account's State Travel Management Program (STMP) found at:
<http://www.window.state.tx.us/procurement/prog/stmp/>.

3.4.2.2.2. The Performing Party must use the method of travel that will result in the lowest overall costs, including consideration of salary and wages for time spent traveling. The Performing Party must book travel reasonably in advance of the date of the travel in order to obtain the lowest possible price.

3.4.2.2.3. TCEQ will not reimburse for travel claims that are not consistent with Textravel web located on the Texas Comptroller's website:
<https://fm.x.cpa.state.tx.us/fmx/travel/textravel/index.php>.

3.4.2.2.4. For in-state travel, TCEQ will reimburse the Performing Party for the actual cost of lodging and meals at a daily rate not exceeding the current rate posted on the Texas Comptroller's website:
<https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>.
Additional taxes and fees are eligible for reimbursement.

3.4.2.2.5. For out-of-state travel, TCEQ will reimburse the Performing Party for the actual cost of lodging and meals at a daily rate not exceeding the current rates posted on the Texas Comptroller's website:
https://fm.x.cpa.state.tx.us/fm/travel/out_of_state/index.php.
Additional taxes and fees are eligible for reimbursement.

3.4.2.2.6. For rental automobiles, TCEQ will reimburse the Performing Party at the actual daily rate no greater than the applicable STMP Contract rate.

3.4.2.2.7. For air fare, TCEQ will reimburse the Performing Party at actual cost up to the applicable STMP Contract rate.

3.4.2.2.8. Mileage for personal automobiles will be reimbursed at the rate for state employees. A mapping Web site shall be used to determine the mileage from the Performing Party's business location to the destination location.

4. **Quarterly Progress Reports on the Attached Template.** Quarterly progress reports shall be submitted within 10 business days after the end of each State of Texas fiscal quarter, except that no quarterly progress report is due after the end of a partial quarter at the end of the Grant. The quarterly progress report shall be supplied on the Progress Report Template that is attached. TCEQ reserves the

right to alter the reporting frequency of the progress reports as necessary to track the Performing Party's progress toward accomplishing the tasks of the PGA(s). The progress report shall document, in technical detail and by task, the accomplishments, expenditures, and milestones achieved during the reporting period. The Performing Party shall include an estimate of the percent of activities completed for each task or project. The report shall also document what problems were identified, if any, and the resolution.

5. **Reimbursement**

5.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.

5.2. **Submittal of Reimbursement Requests**

5.2.1. The Performing Party shall not submit reimbursement requests (invoices) any sooner than fifteen (15) calendar days following the submission to TCEQ of a deliverable in order to allow TCEQ staff a reasonable period to review the deliverable prior to receiving the reimbursement request.

5.2.2. The Performing Party shall submit costs incurred by itself and subcontractors for all Grant Activities performed within a given quarter in the Performing Party's quarterly reimbursement request.

5.2.3. The Performing Party must submit invoices within forty-five (45) calendar days of the end of each State of Texas fiscal quarter, except that the final invoice shall be submitted as specified below. Invoices shall be sent to: Invoice_AQD@tceq.texas.gov. Invoices shall be in PDF format and in U. S. dollars and cents. Each Proposal for Grant Activities must be invoiced separately. The Performing Party shall maintain records subject to the terms of this Grant, including UGMS. Records that must be maintained include, but are not limited to: timesheets; invoices from suppliers, contractors, and subrecipients; receipts; cancelled checks; and contracts, purchase orders, and subagreements. Except as otherwise requested in writing by TCEQ, not all records must be submitted with each invoice; Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursement requests. Appropriate documentation includes any records or documents specifically required by TCEQ at any time during the term of this Grant Agreement. TCEQ may perform desk reviews of the invoices after they are filed. TCEQ may pay an invoice prior to performing the desk review. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. If TCEQ determines that the invoice contained unallowable costs or insufficient documentation, the Performing Party will refund the applicable amounts to TCEQ, after the Performing Party has had a reasonable amount of time to provide additional documentation. The reasonable amount of time shall not exceed 30 calendar days from the time that TCEQ informs the Performing Party that the invoice contained unallowable costs or insufficient documentation. In order for TCEQ to determine eligibility of costs, the Performing Party must submit the following to TCEQ as part of its complete and legible invoice:

5.2.3.1. Financial Status Report Form 269a and Supplemental Financial Status Report Forms 269a in paper copies and in an electronic database format, provided by TCEQ, that detail all costs of conducting the Grant Activities incurred during the invoicing period. The Performing Party must comply with the current TCEQ Financial Status Report processing procedures in effect at the time of submittal. TCEQ may change or add requirements for processing. For FSRs requesting reimbursement of costs (as opposed to documenting use of advance payment), fill in the spaces regarding Advanced Funds with N/A.;

5.2.3.2. Percentage of budget spent to date, and percentage of budget projected to be spent during the Grant; and

5.2.3.3. A copy of the quarterly progress report.

5.2.4. Within thirty (30) calendar days of the end of this Grant, the Performing Party must submit copies of all performance and technical reports, including the information listed below. Submission shall be in electronic format, on DVD or CD. Directory structure for the contents of the CD shall be by Task and Title: e.g., Task 1. Conceptual Model, Task 2. Ambient Monitoring, Task 3. Emissions Inventories, except that the information required in 5.2.4.1, 5.2.4.2, 5.2.4.3, 5.2.4.4, and 5.2.4.5 may be included in a folder on the DVD or CD labeled "Other".

5.2.4.1. PGA Summary Report summarizing the Performing Party's accomplishments with respect to the approved PGAs and containing an outline of PGA tasks and projects that identifies the title of all deliverables completed in the course of the Grant. The Performing Party must use the Quarterly Progress Report Template for the PGA Summary Report;

5.2.4.2. Report of TCEQ-owned property in the possession of the Performing Party (if Performing Party possesses any TCEQ property); and

5.2.4.3. Invention disclosure (if applicable).

5.2.5. Within sixty (60) calendar days of the end of this Grant, the Performing Party must return advanced funds to TCEQ that have not been spent and must submit its final invoice that is complete and legible and includes all of the information set forth above for quarterly invoices and the information listed below, including copies of all of the quarterly progress reports. Submission shall be in electronic format, on DVD or CD. Directory structure for the contents of the CD shall be by Task and Title: e.g., Task 1. Conceptual Model, Task 2. Ambient Monitoring, Task 3. Emissions Inventories. The following also must be submitted with the final invoice:

5.2.5.1. Copies of all financial reports, required by this Grant; and

5.2.5.2. Final Reconciliation of Budget and Expenditures.

5.2.6. The following indicates the State of Texas fiscal quarters for invoicing:

Quarters
September 1 – November 30, 2015
December 1, 2015 – February 29, 2016
March 1 – May 31, 2016
June 1 – August 31, 2016
September 1 – November 30, 2016
December 1, 2016 – February 28, 2017
March 1 – May 31, 2017
June 1 – August 31, 2017
September 1 – November 30, 2017
December 1 – December 31, 2017 (partial quarter)

5.2.7. Within ninety (90) calendar days of receipt of the final invoice and information set forth above, TCEQ will make adjustments to the allowable and eligible costs based on the terms of the Grant Documents. TCEQ will make prompt reimbursement to the Performing Party for allowable reimbursable costs. Closeout of the Grant does not affect:

5.2.7.1. TCEQ's right to disallow costs and recover funds on the basis of a later audit or other review;

5.2.7.2. The Performing Party's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

5.2.7.3. Records retention;

- 5.2.7.4. Property management requirements;
- 5.2.7.5. Audit requirements; and
- 5.2.7.6. Any other continuing obligations under the Grant.
- 5.2.8. At any time during the Grant, upon request of TCEQ, the Performing Party will provide any additional documentation necessary to support the allow ability and eligibility of the costs. TCEQ may reject requests for reimbursement pending receipt of the requested documentation.
- 5.2.9. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Grant. The Performing Party must immediately refund to TCEQ any funds that are in excess of allowable costs, including for overpayment or activities undertaken that are not compliant with the Scope of Work. In no case may Performing Party take longer than thirty (30) calendar days to refund TCEQ. Any funds paid to a Performing Party in excess of the amount to which the Performing Party is finally determined to be entitled under the terms of the award constitute a debt to TCEQ. This does not limit or waive any other TCEQ remedy.
- 5.2.10. For each invoicing period in which the Performing Party has transferred amounts between budget categories, the Performing Party must follow the requirements regarding budget control in the Cost Budget.
- 5.3. **No Interest for Delayed Payment.** Because the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.
- 5.4. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to TCEQ a release of all claims against TCEQ for payment under this Grant, using the applicable, attached form.
 - 5.4.1. Release of Claims for Units of Local Governments. If the Performing Party is a “unit of local government” as defined in the Appropriations Act of the 84th Texas Legislature, Article IX, Sec. 4.04 Limitation on Grants to Units of Local Government, the Performing Party must certify in the Release of Claims that it has complied with all requirements in Sec. 4.04, using the applicable, attached form.
- 5.5. **Advance Payments**
 - 5.5.1. TCEQ may provide funds in advance of the Performing Party incurring anticipated costs of Grant Activities. Each Proposal for Grant Activities (PGA) will indicate whether TCEQ will make an advance payment(s) and how much the advance payment(s) will be. Advance payments to Performing Party are solely to be used for reimbursement of Performing Party’s allowable costs of performance under the PGA. If Performing Party requests reimbursement in addition to advance payments, TCEQ may proportionately adjust subsequent advance payments.
 - 5.5.2. Performing Party must submit advance payment documentation quarterly, following the requirements for reimbursement requests (invoices) and any additional requirements for advance payments. All advance payment requests shall be in the form of a written invoice requesting advance payment and must be labeled as an invoice/request for advance payment. If a PGA is being funded with advance funds and by reimbursement, a request for reimbursement (invoice) must be submitted separately for the advance and reimbursement portions and the required documentation must be attached. The documentation must show the amount the Performing Party has drawn from the advance and the balance remaining in the advance. Advance Payments are conditioned on the approval of the invoice. If the invoice does not demonstrate Performing Party has complied with the Grant requirements, TCEQ may withhold approval or reject the invoice and withhold future advance payments. TCEQ may also withhold future advance payments due to delays in invoicing.

- 5.5.3. TCEQ may include additional requirements or restrictions on the advance payment in the PGA.
- 5.5.4. By paying advance payments TCEQ does not waive any requirements for the reimbursement of costs. TCEQ may at any time, before or after any advance payment, request additional documentation concerning costs. TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to any Grant Activity and any other Grant requirement. After an advance payment under a PGA is depleted, TCEQ may choose to amend the PGA to allow additional advance payment(s) to Performing Party. If no additional advance is authorized, all additional payments will be made on a reimbursement basis, as described in the Grant.
- 5.6. In addition to the other requirements specified in the Grant Documents, the standards for costs to be eligible for reimbursement include those contained in the following, to the extent applicable:
 - 5.6.1. The Uniform Grant and Contract Management Act, Section 783.001 et seq., Texas Government Code; The Uniform Grant Management Standards, 34 Texas Administrative Code, Section 20.421 et seq. (UGMS) (including allowable costs standards and requirements for grantees);
 - 5.6.2. Chapter 391, Local Government Code and related rules (pertaining to costs for entities defined as Regional Planning Commissions), if a sub-grantee or recipient of funds is an entity defined as a Regional Planning Commission, including a Council of Governments. (Under this Grant, other entities may also agree to abide by the cost requirements for Regional Planning Commissions.);
 - 5.6.3. Texas Government Code Section 556.0055 (pertaining to lobbying);
 - 5.6.4. 30 TAC Chapter 11 (pertaining to TCEQ contracts) and 30 TAC Chapter 14 (pertaining to grants); and
 - 5.6.5. Other applicable federal and state statutes and rules.

6. **Financial Records, Access and Audits**

- 6.1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Grant 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 in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Grant is included in any subcontract it awards.
- 6.2. **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. 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 Grant shall be retained for a period of three (3) years after the latter of the date of submission of the final reimbursement request or all litigation, claims, or audit findings involving the records have been resolved and final action taken, if any litigation, claim, or audit is started before the expiration of the 3-year period.
- 6.3. By signing this grant, the Performing Party certifies that its financial management system meets all requirements included in the Texas Uniform Grant Management Standards (UGMS).
- 6.4. The Performing Party shall provide its single audit report (for a Regional Planning Commission, including a Council of Governments), or a Comprehensive Annual Financial Report (for a municipality) within 30 days of the report being finalized. The Performing Party must also include an executive summary with the report, if one was prepared for the report.

7. **Indirect Cost Rate, Fringe Benefit Rate, and Central Service Costs.**

7.1. **Indirect Cost Rate.**

- 7.1.1. Indirect cost rates shall be calculated in accordance with UGMS requirements for selecting and applying the method used to calculate the indirect cost rate.
- 7.1.2. **Requirements Regarding Provisional Indirect Cost Rates.** If Performing Party proposes to use a Provisional Rate, reimbursement is available only if the Performing Party calculates its indirect cost pool according to UGMS and has regular audits of its indirect cost rate performed. For budget certainty, TCEQ requires and the Performing Party agrees that the Performing Party will fund, out of the Performing Party's own funds, any upward adjustment when its final rate is determined. If Performing Party's final rate results in a downward adjustment, where permitted by law, TCEQ and Performing Party may identify additional activities to be performed by Performing Party as a compensating adjustment, or the Performing Party shall reimburse TCEQ the excess indirect costs paid.
- 7.1.3. [Reserved]
- 7.1.4. **Documentation of Indirect Cost Rate.** Upon signature of the Grant, the Performing Party shall submit to TCEQ a copy of the approval letter from the Performing Party's federal cognizant agency, the state coordinating agency, or the state awarding agency that reviewed, negotiated, and approved the Performing Party's current indirect cost rate.
- 7.1.5. **Change in Indirect Cost Rate.** If the Performing Party receives a new approval letter from its federal cognizant agency, state coordinating agency, or a state awarding agency approving a different indirect cost rate, the Performing Party may request a revision by submitting to TCEQ: the approval letter; a Budget Revision Request (BRR), including Sheet 2 of the BRR; and if applicable, a request to amend the PGA (necessitated by cumulative transfer(s) from direct cost budget categories of an amount greater than ten percent (10%) of half of the Total Budget of the PGA). The Performing Party shall provide the information to TCEQ within thirty (30) calendar days of the Performing Party's receipt of the new letter.
- 7.1.6. **Unreimbursed Indirect Costs.** If Performing Party incurs indirect costs which are allocable to this Grant but which are not reimbursed by TCEQ, it is the Performing Party's responsibility to use other proper funding sources for those costs.

- 7.2. **Fringe Benefit Rate.** The fringe benefit rate shall be calculated in accordance with the UGMS requirements for selecting and applying the method used to calculate the fringe benefit cost rate. If the amount of the fringe benefit line item in the PGA Cost Budget needs to be changed, the Performing Party shall submit the following for approval: a BRR and if applicable, a request to amend the PGA (necessitated by cumulative transfer(s) from direct cost budget categories of an amount greater than ten percent (10%) of half of the Total Budget of the PGA).

- 7.3. **Central Service Costs.** The Performing Party certifies that it will maintain compliance with all UGMS and other requirements regarding central service costs, including having a Cost Allocation Plan, if required, and adjusting the plan. All central service cost allocation plans and related documentation must be maintained for possible audit.

8. **Performing Party's Responsibilities**

- 8.1. **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 TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.

- 8.2. **Superintendence of the Work.** Performing Party is responsible for supervising all Grant Activities. This responsibility includes control of associated hazards to assure the safety of the performance of the Grant Activities, and for the protection of all persons, property, premises and facilities which may be affected by the Grant Activities. No action by TCEQ will transfer this responsibility to TCEQ.
- 8.3. **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Grant shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Grant shall create a joint venture between TCEQ and the Performing Party.
- 8.4. **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.
- 8.5. **Equal Opportunity.** Performing Party shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, and disability in the performance of this Grant.
- 8.6. **Flow down of Contract Provisions.** The Performing Party shall include in its subcontracts, employment contracts, and employment policies any provision included in this Grant, or shall include a similar provision, to the extent necessary in order for the Performing Party to fulfill its obligations under this Grant, regardless of whether or not the provision expressly requires that it be included in such contracts or policies. The Performing Party shall require its subcontractors to do the same.

9. **Equipment.**

- 9.1. **UGMS and Pre-approval of Purchase.** The Performing Party must comply with all requirements regarding equipment in UGMS and must obtain prior, written approval from TCEQ to purchase equipment.
- 9.2. **Disposition.** If at any time during the Grant Period or afterwards, the Performing Party or its subcontractors or subgrantees determine that any equipment acquired with funds provided as a result of this Grant is no longer needed for support of the programs or projects referred to in the Scope of Work and PGAs, the TCEQ may require the Performing Party to transfer title and possession of such equipment to the TCEQ or an eligible third party named by the TCEQ. The Performing Party shall take all necessary steps to pass-through to TCEQ, or the third party, all warranties, representations and other service commitments applicable to the equipment. The Performing Party may recover compensation for its attributable percentage of the current fair market value of the property.

10. **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Grant for the benefit of third parties. Nothing in this Grant 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.

11. **Time**

- 11.1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Grant.
- 11.2. **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 Grant 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).
- 11.3. **Force Majeure.** If either party is delayed in carrying out its obligations due to acts of God, labor stoppages, or other similar irresistible forces, the party shall give ongoing notice of such delay supported by sufficient evidence to the other party as soon as practicable after the delay is apparent. The time of performance by the party shall be extended for a reasonable period of time or the PGA can be cancelled or the Grant terminated for convenience as specified

elsewhere in the Grant. Force majeure does not include ordinary delays that are common to the type of activities being performed or the location.

12. **Conflict of Interest.** The Performing Party shall timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall 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 for cause.
13. **Data and Quality**
 - 13.1. **Quality and Acceptance.** All work performed under this Grant must be complete and satisfactory in the reasonable judgment of TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Grant.
 - 13.2. **Quality Assurance.** All Grant Activities that involve the acquisition of environmental data shall 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 (1) environmental processes, location, or conditions; or (2) 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 the literature. No data collection or other Grant Activities covered by this requirement shall be implemented until the Performing Party receives the QAPP approved by TCEQ and, if necessary, the EPA. TCEQ may refuse payment or reimbursement for any environmental data acquisition performed without an approved QAPP.
 - 13.3. **Laboratory Accreditation.** Any laboratory data or analyses provided under this Grant must be prepared by a laboratory that is accredited in accordance with 30 Texas Administrative Code (TAC) Chapter 25, Subchapters A and B, for the matrices, methods, and parameters of analysis used, unless one of the regulatory exceptions specified in 30 TAC § 25.6 applies.
14. **Intellectual Property**
 - 14.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment by TCEQ, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any work product under the Grant. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a nonexclusive, perpetual, irrevocable, fully paid-up enterprise-wide and worldwide license to reproduce, publish, otherwise use, modify, create derivative works, distribute, publicly perform and display such intellectual property and associated user documentation, and to authorize others to do the same for TCEQ non-commercial purposes. Readily commercially available software that is necessary to use the work products may be exempted from this requirement with prior written approval from TCEQ. The Performing Party shall take all necessary steps to pass-through to TCEQ all warranties, representations and other service commitments applicable to third party intellectual property incorporated into the work products.
 - 14.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, fully paid-up enterprise-wide and worldwide license to reproduce, publish, modify, otherwise use, create derivative works, distribute, publicly perform and display for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any work products under this Grant or is incident to the use or possession of any work product, intellectual property created under this Contract, and associated user documentation.
 - 14.3. In the event of a third party's Demand or threat of Demand for infringement of intellectual property incorporated by Performing Party into the work product, the Performing Party shall make best efforts to obtain permission for TCEQ to continue use of the allegedly infringing

information, article or material; if Performing Party is unable to secure such permission, Performing Party shall provide a non-infringing substitute or work-around that is substantially similar in feature and functionality to the allegedly infringing information, article or material.

15. Insurance and Indemnification

- 15.1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Grant Period adequate insurance coverage sufficient to protect the Performing Party and TCEQ from all claims and liability for injury to persons and for damage to property arising from the Grant. Unless specifically waived by TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 15.2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING GRANT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 GRANT ACTIVITIES BY THE PERFORMING PARTY (GRANTEE) 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 GRANT.

16. Termination

- 16.1. **Termination for Cause.** TCEQ may, upon providing 10 calendar days' written notice and the opportunity to cure to the Performing Party, terminate this Grant for cause if Performing Party materially fails to comply with the Grant 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 Grant or by law.
- 16.2. **Termination for Convenience.** TCEQ may, upon providing 10 calendar days' written notice to the Performing Party, terminate this Grant for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Except to the extent this clause constitutes a debt against the State of Texas prohibited under the Texas Constitution, Article III sec. 49, Performing Party may request reimbursement and shall be paid for: completed conforming work; partially completed work which reasonably appears to be conforming; and timely, reasonable costs directly attributable to termination, including reasonable termination settlement costs incurred by Performing Party because of its obligations to subcontractors or subgrantees. (Performing Party shall include appropriate termination for convenience clauses in its contracts and subgrants [see UGMS __.36(i)(2)]). 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.
- 16.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Grant, the termination shall be deemed to have been for the convenience of TCEQ.

17. Disputes, Claims and Remedies

- 17.1. **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 Grant.
- 17.2. **Remedies**

17.2.1. **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Grant. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:

17.2.1.1. Issue notice of nonconforming performance;

17.2.1.1.1. Reject nonconforming performance and request corrections without charge to TCEQ;

17.2.1.1.2. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

17.2.1.1.3. Suspend all or part of the Grant Activities or payments, or both, pending accepted revision of the nonconformity;

17.2.1.1.4. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

17.2.1.1.5. Terminate the Grant without further obligation for pending or further payment by TCEQ and receive restitution of previous payments.

17.2.2. The remedies available to TCEQ in this Grant, are in addition to, and not a limitation of, any rights and remedies available to TCEQ, including otherwise imposed or available, by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Grant Documents.

17.3. **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

17.4. **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Grant or applicable law does not preclude or limit the exercise of any other remedy available under this Grant or applicable law.

18. **Sovereign Immunity**

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

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

20. **Grant Interpretation and Miscellaneous**

20.1. **Definitions.**

20.1.1. The word "include" and all forms such as "including" mean "including but not limited to" in the Grant and in documents issued in accordance with the Grant, such as Work Orders or Proposals for Grant Activities (PGAs).

20.1.2. The term Grant is used interchangeably with Agreement, agreement, Contract, contract, Grant, or grant, as indicated in the applicable context.

20.1.3. Grant Activities – the entire completed activities or the various separately identifiable parts thereof required to be furnished under the Grant Documents.

Grant Activities include administrative activities. Grant Activities may also be referred to as work.

- 20.2. **Headings.** The headings of the sections contained in this Grant are for convenience only and do not control or affect the meaning or construction of any provision of this Grant.
- 20.3. **Delivery of Notice.** Notices are deemed to be delivered three (3) business 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, facsimile transmission, email, or other commercially accepted means.
- 20.4. **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.
- 20.5. **State, Federal Law.** This Grant is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 20.6. **Severability.** If any provision of this Grant 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 Grant 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.
- 20.7. **Assignment.** No delegation of the obligations, rights, or interests in the Grant, 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 Grant.
- 20.8. **Venue.** Performing Party agrees that the Grant is being performed in Travis County, Texas, because this Grant has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Grant arises solely in Travis County, Texas
- 20.9. **Public Information.** All data and other information developed under this Grant shall be furnished to TCEQ and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, Texas Government Code Chapter 552. Upon termination of this Grant, all copies of data and information shall be furnished, at no charge to TCEQ, upon request, to include databases prepared using funds provided under this Grant.
- 20.10. **Publication.**
- 20.10.1. At least seven (7) calendar days prior to the publication, release to the media or public, or advertisement of information related to this Grant, the Performing Party agrees to provide a copy of the publication, information to be released, or advertisement to TCEQ for review and comment. Performing Party may make changes in its draft based on TCEQ comments, as it sees fit in its sole discretion. Section 4.2.4 of the Procedures for Proposals for Grant Activities (PGAs) takes precedence over this provision with regard to the items listed in Section 4.2.4 of the Procedures for Proposals for Grant Activities (PGAs). Performing Party agrees not to use any TCEQ logos, graphics, or trademarks or the likenesses of TCEQ employees as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 20.10.1.1. The Performing Party has permission to use the TCEQ logo in conjunction with outreach efforts described in this Grant. The Performing Party must follow the TCEQ's logo style guidelines when

using the logo, which can be found on the Web at http://www.tceq.texas.gov/assets/public/comm_exec/logo_style_guide.pdf. Electronic files of the TCEQ logo should be obtained from the TCEQ's Agency Communications Division by e-mailing ac@tceq.texas.gov. E-mails should be addressed from the Performing Party's Project Representative and copy the TCEQ Project Representatives, reference use under the Rider 7 grant program, and specify the file formats needed (examples: jpg, tiff).

- 20.10.2. The Performing Party and the Performing Party's agent, subcontractor, or other representative shall acknowledge the financial support of TCEQ and the State of Texas whenever Grant Activities funded, in whole or part, by this Grant are publicized or reported in news media, or publications, or at public events and meetings. All project signage, reports and other documents completed as a part of this Grant, other than documents prepared exclusively for internal use within TCEQ, shall display the following notation on the sign, or front cover or title page:

*PREPARED UNDER A GRANT FROM THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY*

The preparation of this report was financed through grants from the State of Texas through the Texas Commission on Environmental Quality.

The content, findings, opinions and conclusions are the work of the author(s) and do not necessarily represent findings, opinions or conclusions of TCEQ.

- 20.11. **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 Grant Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 20.12. **Compliance with Laws.** TCEQ relies on Performing Party to perform all Grant Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits, licenses, and rights of access.
- 20.13. **Counterparts.** This Grant may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Grant.
- 20.14. **Accessibility.** All electronic content and documents created as deliverables under this Grant must meet the accessibility standards prescribed in 1 Texas Administrative Code Chapters 206 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.
- 20.15. No provision of any standard, specification, guidance manual, code or instruction shall be effective to change the responsibilities of TCEQ or the Performing Party, or any of their subcontractors, consultants, agents, or employees from those in the Grant, nor shall it be effective to assign to TCEQ, any duty or authority to supervise the furnishing or performance of the Grant Activities or other Grant provisions.
- 20.16. Whenever in the Grant Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used or the adjectives "reasonable", "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of TCEQ as to the Grant Activities, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Grant Activities for compliance with the requirements of and information in the Grant Documents. The use of any such term or adjective shall not be effective to assign to TCEQ any duty or authority to supervise or direct the furnishing or performance of the Grant Activities or other Grant provisions.

Cost Budget

In the event of a conflict of terms, a completed Cost Budget Form included in a PGA signed by TCEQ and the Performing Party controls over the blank form included in the Grant Documents List, as to that specific PGA.

Cooperative Reimbursement Grant for State Agencies and Local Governments

1. Budget. Authorized budgeted expenditures for Grant Activities performed are as follows:

Budget Category	Cost for Grant Activities to be Performed
Salary / Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies	\$
Equipment	\$
Contractual	\$
Construction	\$
Other	\$
Indirect Costs	\$
Total	\$

2. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in the Uniform Grant Management Standards (UGMS). Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
 - 2.1. **Other.** If Budget Category "Other" is greater than \$25,000 or more than 10% of budget total, identify the main constituents:
 - 2.2. **Transfers to Zero Dollar Budget Categories.** Performing Party must obtain written TCEQ approval prior to transferring amounts to budget categories containing zero dollars.
3. [Reserved]
4. **Reimbursement for Indirect Costs**
 - 4.1. **Indirect Cost Rates- General.** Performing Party's indirect costs associated with performing Grant Activities shall be calculated in accordance with UGMS.

4.2. **Calculation of Indirect Costs.** Performing Party's indirect costs are calculated as:

____% of (select one base):

- ☐ **Direct salary and fringe benefits;**
- ☐ **Modified total direct costs (MTDC); or**
- ☐ **Other direct costs base.**

4.3. Performing Party's indirect cost rate is equal to or less than:

- ☐ **Federally- approved predetermined rate;**
- ☐ **State-approved predetermined rate;**
- ☐ **Default rate of 10% of MTDC;**
- ☐ **Federally-approved fixed rate;**
- ☐ **Provisional rate; or**
- ☐ **Other.**

*****End of Cost Budget*****

PERSONNEL ELIGIBILITY LIST (PEL)

To be submitted with PGA and if there are any changes

Performing Party:

Date:

Grant Number:

Staff Name or "Vacant"	Position or Title & Role in Performing the Grant Activities	Qualifications	Indicate if Employee of Performing Party, Independent Contractor, or Employee of Subcontractor	Date Added to PEL	Date Removed from PEL

Notices, Project Representatives and Records Location

Grant No. 582-16-60182

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 TCEQ and the Performing Party as indicated below. All communications including official Grant notices must be addressed to the appropriate representatives.
2. **Changes in Representatives.** Either party may change its representative by unilateral amendment.
3. **TCEQ Representatives.** All communications must be addressed to TCEQ's Project Representatives, unless otherwise specified in the Grant. TCEQ Project Representatives are identified below:

TCEQ CONTRACT SPECIALIST (for Contractual Matters)

The Performing Party must provide a copy of all notices to the TCEQ Contract Specialist and the TCEQ Grant Manager.

Leslie Schmidt
Contract Specialist
Texas Commission on Environmental Quality
P.O. Box 13087
MC-164
Austin, Texas 78711-3087
Telephone No. (512) 239-2934
Facsimile No. (512) 239-1500
E-Mail: leslie.schmidt@tceq.texas.gov

TCEQ GRANT MANAGER (for Contractual Matters)

Leigh Ann Brunson
Grant Manager
Texas Commission on Environmental Quality
P.O. Box 13087
MC-164
Austin, Texas 78711-3087
Telephone No. (512) 239-1903
Facsimile No. (512) 239-1500
E-Mail: leigh_ann.brunson@tceq.texas.gov

TCEQ PROGRAM COORDINATOR (for Technical Matters)

Jocelyn Mellberg
Program Coordinator
Texas Commission on Environmental Quality
P.O. Box 13087
MC-164
Austin, Texas 78711-3087
Telephone No. (512) 239-0164
Facsimile No. (512) 239-1500
E-Mail: jocelyn.mellberg@tceq.texas.gov

4. **Performing Party Representatives.**

For Contractual Matters

Sharon Bailey Lewis
Program Manager
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Telephone No. (361) 826-4066
Facsimile No. (361) 826-4681
E-mail: SharonL@cctexas.com

For Technical Matters

Sharon Bailey Lewis
Program Manager
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Telephone No. (361) 826-4066
Facsimile No. (361) 826-4681
E-mail: SharonL@cctexas.com

5. **Invoice Submittal.** Invoices must be submitted to: [Invoice AQD@tceq.texas.gov](mailto: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 Grant:

1201 Leopard Street
(Street Address)

Corpus Christi, Texas 78401
(City / State ZIP)

Attachment A: Release of Claims Forms

Texas Commission on Environmental Quality

Release of Claims

_____ hereby releases the Texas Commission on Environmental Quality (TCEQ) and its officers, agents, and employees from any and all future claims arising under or by virtue of TCEQ Grant Number 582-16-60182. The amount being released is _____.

Further certifies that all subcontractors, suppliers, employees and any party which has performed or provided service for this Grant have been paid in full and satisfied.

All Grant Activities required to be completed under the referenced Grant have been completed.

Prompt payment, therefore, of the attached invoice, including any and all funds which may have been "retained" by TCEQ in accordance with said Grant, is requested.

Executed on this _____ day of _____, 20__.

By: _____
(signature)

(name, typed or printed)

(title)

Grant #	582-16-60182
Beginning Balance	
Expenses Reimbursed by TCEQ	
Remaining Balance Being Released	

Texas Commission on Environmental Quality

***Release of Claims for Units of Local Government,
as defined in the Appropriations Act of the 84th Texas Legislature, Article IX, Sec. 4.04
Limitation on Grants to Units of Local Government***

_____ hereby releases the Texas Commission on Environmental Quality (TCEQ) and its officers, agents, and employees from any and all future claims arising under or by virtue of TCEQ Grant Number 582-16-60182. The amount being released is _____.

Further certifies that all subcontractors, suppliers, employees and any party which has performed or provided service for this Grant have been paid in full and satisfied.

All Grant Activities required to be completed under the referenced Grant have been completed.

Prompt payment, therefore, of the attached invoice, including any and all funds which may have been "retained" by TCEQ in accordance with said Grant, is requested.

Further certifies that it has complied with all requirements in Article IX, Sec. 4.04 Limitation on Grants to Units of Local Government in the Appropriations Act of the 84th Texas Legislature.

Executed on this _____ day of _____, 20__.

By: _____
(signature)

(name, typed or printed)

(title)

Grant #	582-16-60182
Beginning Balance	
Expenses Reimbursed by TCEQ	
Remaining Balance Being Released	

Attachment B:

Financial Status Report (Form 269a/ TCEQ Form 20248) and Supplemental Financial Status Report forms (Supplemental Form 269a/TCEQ Form 20248-1 through 20248-4)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
RIDER 7 AIR QUALITY PLANNING GRANT PROGRAM

City of Corpus Christi
Rider 7 Local Air Quality Planning Grant
Contract # 582-16-60182

FINANCIAL STATUS REPORT -- FORM 269a

1. STATE AGENCY ORGANIZATION TO WHICH REPORT IS SUBMITTED:		Submit with invoice to Invoice_AQD@tceq.texas.gov				
2. GRANT TITLE: RIDER 7 LOCAL AIR QUALITY PLANNING GRANT						
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS)				
5.a. TCEQ GRANT NUMBER:						
5.b. PGA NUMBER:						
6. FINAL REPORT	YES					NO
7. ACCOUNTING BASIS	CASH					ACCRUAL
8. TOTAL GRANT PERIOD		9. PERIOD COVERED BY THIS REPORT				
FROM:	TO:	FROM:	TO:			
10. BUDGET CATEGORIES	APPROVED BUDGET	PROJECT COST THIS REPORT*	CUMULATIVE PROJECT COST	BALANCE		
A. PERSONNEL/SALARY		\$0.00		\$0.00		
B. FRINGE BENEFITS		\$0.00		\$0.00		
C. TRAVEL		\$0.00		\$0.00		
D. SUPPLIES		\$0.00		\$0.00		
E. EQUIPMENT		\$0.00		\$0.00		
F. CONTRACTUAL		\$0.00		\$0.00		
G. CONSTRUCTION		\$0.00		\$0.00		
H. OTHER		\$0.00		\$0.00		
I. TOTAL DIRECT COSTS (sum A-H)		\$0.00		\$0.00		
J. INDIRECT COSTS		\$0.00		\$0.00		
K. TOTAL (sum I and J)		\$0.00		\$0.00		
*List (itemize) on the appropriate supplemental form, all component expenses comprising the total cost for each of these categories. Please attach documentation, as required, in accordance with the conditions of your Grant and this FSR.						
11. Indirect Expenses	a. Rate	b. Period From	c. Period To	d. Base	e. Amount Charged	
				f. Total of Indirect Expenses:		

City of Corpus Christi
Bider 7 Local Air Quality Planning Grant
Contract # 582-16-60182

12. ADVANCED FUNDS		13. INTEREST EARNED	
A. ADV. FUNDS THIS PGA:		A. INTEREST EARNED THIS PERIOD:	
B. ADV. FUNDS SPENT THIS PERIOD:		B. INTEREST PREVIOUSLY EARNED:	
C. ADV. FUNDS SPENT PREVIOUSLY:		C. CUMULATIVE INTEREST EARNED:	\$0.00
D. ADV. FUNDS REMAINING:	\$0.00		

14. CERTIFICATION: I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS REPORT IS TRUE, COMPLETE, AND CORRECT AND THAT ALL OUTLAYS, CASH RECEIPTS, AND UNLIQUIDATED OBLIGATIONS ARE FOR THE PURPOSES AND INTENT SET FORTH IN THE AWARD DOCUMENTS. I AM AWARE THAT ANY FALSE, FICTITIOUS, OR FRADULENT INFORMATION MAY SUBJECT ME TO CRIMINAL OR CIVIL PENALITES.

SIGNATURE OF AUTHORIZED OFFICIAL _____

TYPED NAME AND TITLE:

TELEPHONE: _____ DATE SUBMITTED: _____

EQUIPMENT PURCHASES (DURING THIS REPORT PERIOD)

NUMBER PURCHASED	ITEM DESCRIPTION (SHOULD MATCH DESCRIPTION PROVIDED FOR APPROVAL) (INCLUDE THE SERIAL NUMBER IF APPLICABLE)	UNIT COST	TOTAL COST	TASKS
TOTAL EQUIPMENT EXPENDITURES (MUST AGREE WITH LINE 10E ON FORM 20248)			\$0.00	

CONTRACTUAL EXPENSES (DURING THIS REPORT PERIOD)

SUBCONTRACTOR (NAME)	FOR (ACTIVITIES PERFORMED)	DATES(S) PERFORMED	COST (THIS PERIOD)	TASKS
TOTAL CONTRACTUAL EXPENSES (MUST AGREE WITH LINE 10F ON FORM 20248)			\$0.00	

List all contractual costs either incurred or paid during the period (depending on type of accounting method).

[illegible]

Page 34 of 41

SUPPLIES PURCHASED (DURING THIS PERIOD)

NUMBER PURCHASED	ITEM DESCRIPTION- Provide enough information to enable the TCEQ to determine the allowability of the cost.	UNIT COST	TOTAL COST	TASKS
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL SUPPLY EXPENDITURES (MUST AGREE WITH LINE 10D ON FORM 20248)			\$0.00	

OTHER EXPENDITURES (DURING THIS REPORT PERIOD)

NUMBER PURCHASED	ITEM DESCRIPTION- Provide enough information to enable the TCEQ to determine the allowability of the cost.	UNIT COST	TOTAL COST	TASKS
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL OTHER EXPENDITURES (MUST AGREE WITH LINE 10H ON FORM 20248)			\$0.00	

PERSONNEL/SALARY EXPENDITURES (DURING THIS REPORT PERIOD)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
A. Personnel/Salary			
All Personnel listed on current PEL? ____ Yes ____ No			
B. Fringe Benefit Rate: _____ (average)			
Total for the Reporting Period: \$ _____			
(Do not include fringe in total at right)			
TOTAL PERSONNEL/SALARY EXPENDITURES (MUST AGREE WITH LINE 10A ON FORM 20248)		\$0.00	

TRAVEL EXPENDITURES (DURING THIS REPORT PERIOD)

EMPLOYEE NAME AND TITLE/POSITION	DATE(S) OF TRAVEL	DESTINATION & REASON FOR TRAVEL	COST (THIS PERIOD)	TASKS
TOTAL TRAVEL EXPENDITURES (MUST AGREE WITH LINE 10C ON FORM 20248)			\$0.00	

1. A. The PERFORMING PARTY, in order to obtain reimbursement (or justify costs applied to advance payments) for expenditures authorized under this Grant, shall submit a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms. 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.

B. Section 11:

11a Rate- Enter the indirect cost rate in effect during the reporting period.

11b and c Period From; Period To- Enter the beginning and ending effective dates for the use of the rate under this Grant.

11d Base- Enter the amount of the base against which the rate was applied.

11e Amount Charged- Enter the amount of indirect costs charged during the time period specified. (Multiply 11a. x 11d.)

11f Total- Enter the total of the amount(s) in column 11e.

2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Proposal for Grant Activities (PGA) 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 PGA, that such expenditures support or satisfy.

3. All requests for the reimbursement of expenditures that fall within the "Construction" category of the PGA 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 PGA, that such expenditures support or satisfy.

4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the PGA 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 PGA, that such expenditures support or satisfy.

5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the PGA 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 PGA, that such expenditures support or satisfy.

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 PGA task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.

7. Documentation- Submission. In addition, the PERFORMING PARTY shall **submit**, for each reimbursable cost listed on any of the FSR forms, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or contractor who provided the materials or services, and (3) that confirms the reimbursable amount listed on the form. This requirement does not apply to "Personnel/Salary" or "Fringe Benefits".

For "Equipment" purchases, the documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. For "Contractual" purchases, 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.

For "Construction" costs, the documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of contractor 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.

For any single-listed item or service costing more than \$500 under "Supply" or "Other" costs, the PERFORMING shall provide the following documentation: 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.

With respect to employee "Travel", the documentation shall substantiate the reported reimbursable costs and include the following: name of the traveler; travel location; travel date(s); receipts; agenda for meeting or conference attended, if applicable; and legible copies of the PERFORMING PARTY-approved travel vouchers signed by the employees who traveled, if applicable. Each traveler's costs must be itemized to show costs for meals, lodging and transportation (mode and cost of transportation) (Miles X Rate).

For "Personnel/Salary", the documentation shall include the name of the personnel, hourly rate, total cost, amount of time the personnel performed activities under the PGA and the total amount of time worked for the period. 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 a PGA under this Grant.

Attachment C: Budget Revision Request Form

RIDER 7 BUDGET REVISION REQUEST FORM

RIDER 7 BUDGET REVISION REQUEST FORM

Purpose: To document recipient organization's budget changes to ensure project deliverables are met and fiscal accountability.

Instructions: Complete this form. Certain cells of the spreadsheet contain formulas that perform automatic calculations.

1. RECIPIENT ORGANIZATION (Name & Complete Address Including Zip Code):				
2. GRANT/CONTRACT TITLE:		3. PAYEE IDENTIFICATION NUMBER:		
4. TCEQ CONTRACT NUMBER: 582-		5. TOTAL PROJECT/GRANT PERIOD:		
6. BUDGET CATEGORIES:	7. Approved Budget	8. Reduction in Source Line Items (DO NOT FORMAT AS NEGATIVE NUMBERS)	9. Increase in Destination Line Items	10. New or Revised Budget
a. Personnel/Salaries				\$0.00
b. Fringe Benefits				\$0.00
c. Travel				\$0.00
d. Supplies				\$0.00
e. Equipment				\$0.00
f. Contractual				\$0.00
g. Construction				\$0.00
h. Other				\$0.00
i. Total Direct Costs (sum a - h) (for items 7 & 10) or total change in direct costs (for items 8 & 9)	\$0.00	\$0.00	\$0.00	\$0.00
j. Indirect Costs				
k. Total (sum i & j)	\$0.00			\$0.00
l. Percent Change:		#DIV/0!		
Justification* (Attach additional sheets, if necessary):				

*If this Budget Revision Request (BRR) contains a change in the indirect cost rate, complete Sheet 2 and include with the BRR.

Budget Revision Request must contain all signatures to be valid.

Is the cumulative transfer 10% or less of half of the total budget? If so, you do not have to obtain pre-approval of the transfer. Send in this signed form with your invoice. The 10% limit does not reset until an amendment is signed by the parties to reflect changes to the budget; i.e. continue to include revisions and increases in the above table until the change is above 10% and an amendment is done to change the budget.

___ Yes ___ No

Signature of Recipient's Representative Date

Typed or Printed Name and Title

Signature of TCEQ Program Coordinator Date

Typed or Printed Name and Title

Signature of TCEQ Grant Manager Date

Typed or Printed Name and Title

Sheet 2 of RIDER 7 BUDGET REVISION REQUEST FORM

Indirect Cost Rate Change

Calculation of Indirect Costs. Performing Party's indirect costs are calculated as:
____% of (select one base- place "X" before item):

Direct salary and fringe benefits

Modified total direct costs (MTDC)

Other direct costs base- use of this option must be approved by a specialist in the TCEQ
Financial Administration Division.

If other direct cost base, explain here:

Performing Party's indirect costs are calculated under UGMS as a
(select one- place "X" before item; see definitions in the Cost Budget):

Federally-approved predetermined rate

State-approved predetermined rate

Default rate of 10%

Federally-approved fixed rate

Provisional rate

Other. - Use of this option must be approved by a specialist in the TCEQ Financial
Administration Division

If Other, explain here:

Form Updated 5/2015 for Rider 7 Grants

Attachment D: Progress Report Template

Quarterly Progress Report for the Texas Commission on Environmental Quality

Date:

Rider 7 Area:

PGA Number:

Reporting Period:

List of Tasks Completed:

Status table (add rows as necessary to cover all PGA tasks):

Task Number	Deliverable	Due Date	Total Amount Allocated for Task	Remaining Allocation for Task	Cost of Task this Quarter	Percent of Task Completed

Sections below must be completed for every task and subtask (i.e. Task 1.1, Task 2.1, Task 2.2, etc.). If there was no activity, then please state "None" in the Milestones, and "No activity for this period" and the reason under the Detailed Summary section.

Task 1.1:

Milestones:

Detailed Summary:

Technical and Logistical Problems and Solutions:

Task 2.1:

Milestones:

Detailed Summary:

Technical and Logistical Problems and Solutions: