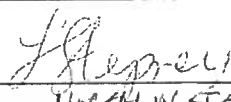
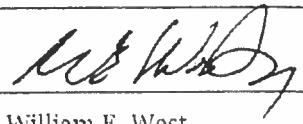



Texas Commission on Environmental Quality (TCEQ)

**CLEAN RIVERS PROGRAM (CRP)  
GRANT AGREEMENT**

**AGREEMENT SIGNATURE PAGE**

Grantee	Guadalupe-Blanco River Authority (G-BRA)	
Agreement Number	582-12-10106	
Grantee Identification Number	17460268927000	
Maximum TCEQ Obligation: \$286,682.00	Effective Date: 09/01/2011	Expiration Date: 08/31/2013
<p>TCEQ, an agency of the State of Texas, and the named Grantee, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this agreement to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, the "Interagency Cooperation Act," Chapter 771; the "Interlocal Cooperation Act," Chapter 791; and Texas Water Code (TWC), including without limitation ' ' 5.124 and 5.229, 26.0135 and 26.175; Chapter 2261, Texas Government Code (pertaining to cost reimbursement agreements); Chapter 391 Local Government Code and implementation rules; and the Governor's Office of Budget and Planning Rules (pertaining to costs only for entities defined as Regional Planning Councils, etc.); Texas Government Code 556.0055 (pertaining to lobbying); TCEQ rules and policies (pertaining to TCEQ Agreements and grants), and other applicable Federal and State rules and statutes.</p> <p>The Parties agree to be effective; the Agreement must be signed by an authorized official of the TCEQ and the Grantee. As authorized by TCEQ, the Grantee will conduct Agreement Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Agreement; the Grantee is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Agreement may be terminated by TCEQ for its own convenience with 10 days written notice.</p>		
Parties to the Agreement:	<b>TCEQ</b>	<b>G-BRA</b>
By (Authorized Signature)		
Printed Name:	Zak Covar LORRAINE STEPHENS, PE	William E. West
Title:	Deputy Executive Director DEPUTY DIRECTOR	General Manager
Date of Signature:	8/27/11	7/21/2011
Procurement and Contracts Representative		
Printed Name	Deborah Brown, CTPM, CTCM	
Date	8/1/11	

<b>AGREEMENT DOCUMENTS</b>	
<p>The Agreement between TCEQ and the Grantee is composed of the Agreement Documents listed on this page and marked by an "X." Documents on this list include all amendments. The term "Grant Agreement" includes all the Agreement Documents. In the event of a conflict of terms, the Agreement Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Agreement 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.</p>	
<b>X</b>	Agreement Signature Page
	Special Terms and Conditions
	Federal Section (Including Federal Conditions and Completed Forms)
	Documents Created during the Agreement: Work Orders/Proposal for Grant Activities. For umbrella Agreements/grants, the following order takes precedence, with the most important first; all of which are subject to control by the latest amendment:
	Work Order / Proposal for Grant Activities
	Notice to Proceed / Notice to Commence
	TCEQ Approved Work Plan / Grant Activity Description
<b>X</b>	Agreement Activities (AScope of Work@)
	TCEQ Approved Work Plan / Grantee Proposal
	Work Order Section
<b>X</b>	General Terms and Conditions
<b>X</b>	Agreement Budget / Schedule of Fixed Cost for Reimbursement
<b>X</b>	Project Representatives and Records Location
<b>X</b>	Attachment A – Financial Status Report (FSR) Form 20248 and Supplemental Detail Sheets
<b>X</b>	Attachment B – Contractor Performance Evaluation
<b>X</b>	Attachment C – Release of Claims Letter

## AGREEMENT ACTIVITIES

### TASK 1: PROJECT ADMINISTRATION

**Objective:** To manage all administrative functions required to support the CRP Agreement, including:

- informative and timely Progress Reports,
- participation in Conference Calls,
- participation at CRP meetings,
- timely and accurate reimbursement forms with adequate documentation,
- efficient cost control to ensure expenses are allowable and applicable,
- responsibility for procurement and oversight of subcontractors,
- participation in fiscal monitoring reviews,
- timely and accurate deliverables that meet the intent of the Fiscal Year (FY) 2012-2013 CRP Guidance,
- adherence to TCEQ Agreement provisions,
- detailed and reasonable Work Plan development,
- financial reporting and budget monitoring, and
- training to ensure personnel are properly prepared to conduct work.

**Task Description:** This task involves supervising activities, monitoring progress, attending meetings for coordination, and the preparation of documentation for reporting progress and financial management.

**Progress Reports** - Progress Reports will contain a level of detail sufficient to document the activities which occurred during the appropriate quarter. Progress Reports will contain a general description of activities, a detailed tracking of deliverables, and the amount of water quality monitoring which occurred during the quarter. The Progress Report will be in the format provided in Exhibit 1D of the FY 2012-2013 CRP Guidance.

**Reimbursement Requests** - A Financial Status Report and Supplemental Forms will be submitted along with appropriate additional documentation on a quarterly basis. An updated Personnel Eligibility List (PEL) and Equipment Inventory List will be submitted when changes occur during the quarter. Budget Revision Requests will be made in advance of making changes to the budget.

**Grantee and Subcontractor Evaluations** - An annual self-evaluation as well as evaluations of subcontractors will be submitted at the end of each fiscal year.

**Procurement Procedures Documentation** - Documentation of the procurement process used to solicit, evaluate, pay, and oversee subcontractors, as specified in the FY 2012-2013 CRP Guidance, will be developed. This documentation will be maintained in-house and will be made available for review by TCEQ fiscal monitoring staff upon request. For each subcontract, a letter listing the procurement method used and a copy of the executed subcontract will be submitted to the CRP Project Manager. In addition, a Procurement System Certification will be submitted with the supporting documentation required with the work plan.

**Conference Calls** - The Grantee will participate in all scheduled conference calls unless arrangements are made with the CRP Project Manager.

**Conferences and Training Events** - The Grantee will participate in meetings and training events as scheduled by the CRP. All non-CRP conferences and training events need to be pre-approved by the TCEQ prior to incurring costs associated with such events.

**Annual Documentation for Desk Review or On-Site Visit** - Detailed supporting documentation, in addition to the traditional quarterly documentation, will be made available upon request. The additional supporting documentation will include those items outlined in Exhibit 1B of the FY 2012-2013 CRP Guidance. In the case of an on-site visit, the appropriate Grantee personnel will be available during the visit.

**FY 2014 - 2015 Work Plan and Supporting Documentation** - The Work Plan and supporting documentation will be prepared and submitted as specified in the FY 2014-2015 CRP Guidance. Supporting documentation will include (as applicable): budget by category, budget by task, PEL, fringe rate methodology, indirect rate methodology, allocated costs documentation, equipment purchase request list, equipment inventory, list of tasks that will be subcontracted, a list of known training events/conferences, and a signed Procurement System Certification. The Work Plan will include the tasks and deliverables outlined in the FY 2014-2015 Guidance and will be negotiated with the CRP Project Manager. A list of all deliverables in due date order will be submitted with the final Work Plan.

### **Deliverables and Due Dates:**

#### **September 1, 2011 through August 31, 2012**

- A. Progress Reports - December 15, 2011; March 15 and June 15, 2012
- B. Annual Self-Evaluation and Subcontract Evaluations - August 31, 2012
- C. Procurement Procedures Documentation - upon execution of the subcontract
- D. Additional Submission Documentation for Desk Review or Site Visit - upon request

#### **September 1, 2012 through August 31, 2013**

- A. Progress Reports - September 15 and December 15, 2012; March 15, June 15, and August 31, 2013
- B. Proposed FY 2014 - 2015 Work Plan and Supporting Documentation - May 1, 2013
- C. Final FY 2014 - 2015 Work Plan and Supporting Documentation - June 15, 2013
- D. Annual Self-Evaluation and Subcontract Evaluations - August 31, 2013
- E. Procurement Procedures Documentation - upon execution of the subcontract
- F. Additional Submission Documentation for Desk Review or Site Visit - upon request

### **TASK 2: QUALITY ASSURANCE**

**Objective:** To conduct data collection activities in accordance with an integrated system of quality management activities involving planning, assessment, implementation, training, and quality improvement. This task addresses objectives and processes for:

- Quality Assurance Project Plan (QAPP) development and implementation,
- laboratory quality assurance,
- data review, verification, and validation,
- oversight of project(s), and
- special studies project planning.

**Task Description:** All work funded by this Agreement that involves the acquisition of environmental data generated from direct measurement activities, collected from other sources, or compiled from computerized data bases and information systems shall be planned in consultation with the TCEQ and be documented in a fully-approved TCEQ QAPP before data collection can be implemented.

**National Environmental Laboratory Accreditation Conference (NELAC) Accreditation** - Laboratory data will be produced by laboratories (and subcontract laboratories) whose quality assurance program is consistent with the NELAC standards. Laboratory data must be produced by a laboratory accredited by TCEQ according to Title 30, Texas Administrative code (TAC), Chapter 25 (relating to Environmental Testing Laboratory Accreditation and Certification), Subchapters A and B, as amended, for the matrices, methods, and parameters of analysis outlined in the QAPP, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 TAC 25.6.

**Basin-wide QAPP** - The Basin-wide QAPP will be submitted to the TCEQ in the TCEQ-approved shell format. Only those sites covered by the QAPP and parameters meeting the requirements of Texas Water Code (TWC), Chapter 5, Subchapter R (TWC §5.801 et seq), and Title 30, TAC, Chapter 25, Subchapters A and B will be included

in the document. The Grantee will address all TCEQ comments and submit the revised QAPP to the TCEQ within 30 days after receiving comments from the TCEQ.

The Grantee will secure written documentation from participants under the QAPP stating their awareness of and commitment to requirements contained in the QAPP and any appendices and amendments. This documentation will be maintained as part of the Grantee's quality assurance records. Copies of all commitment letters must be forwarded to the TCEQ no later than 60 days of TCEQ approval of the QAPP, but prior to the monitoring event. (Note: Commitment letters are not required for entities who sign the QAPP). The Grantee will distribute the QAPP to all participants (including the laboratory). Documentation of distribution will be maintained by the Grantee and be available for review during a TCEQ monitoring systems audit.

Sections of the Basin-wide QAPP will be posted to the Grantee's CRP Web page. These sections include the project objectives, measurement performance specifications (i.e., Table A7), appendices, and the monitoring schedule and maps of sampling sites. A link to the coordinated monitoring schedule (CMS) website will suffice for the monitoring schedule and maps as long as it is accompanied by a disclaimer that states the CMS includes stations monitored by other entities.

**QAPP Amendment to Appendix B** - The monitoring schedule in Appendix B of the Basin-wide QAPP will be updated for the second year of the Agreement biennium after the annual coordinated monitoring meeting. This special type of QAPP amendment will be submitted using the TCEQ-approved shell format. Only the sites covered by the Grantee's QAPP will be included in Appendix B of the QAPP.

**QAPP Amendments and Revisions to Appendices** - Changes in parameters, sampling or analytical procedures, project organization, and other items of an existing project necessitates an amendment to the QAPP and/or revisions to appendices. Amendments and revisions will be submitted electronically to the CRP Project Manager on an "as needed" basis in the TCEQ shell format for agency review. QAPP amendments and revisions to appendices will be distributed, upon approval, to all personnel on the distribution list maintained by the Grantee.

**Project Oversight** – The Grantee will participate in monitoring systems audits and laboratory inspections by the TCEQ.

The Grantee will conduct oversight of sub-participants (including contractors and in-kind participants) who conduct field monitoring under their basin QAPP. The assessment will be performed once during the Agreement cycle in the case of on-going projects, or once during a project's lifetime in the case of short-lived special studies. The Grantee will conduct monitoring systems audits on the three sub-tier participants: the Upper Guadalupe River Authority (UGRA), Hays County Natural Resources, and the Winberley Valley Watershed Association (WVWA) once each during the 2012-2013 grant.

Following the on-site assessment, the Grantee will provide the organization audited with an audit report within 30 days. If no findings are identified, then the report will state as such. If findings are identified during the audit, they will be reported as such in the audit report. Audit reports will contain references to written specifications, as defined in the QAPP or in a standard operating procedure (SOP). The audited organization will be asked to respond in writing to the report within 30 days. A copy of the audit report and the response will be submitted as a deliverable to the CRP Project Manager with the progress report no later than the quarter following the one in which the audit was conducted.

**Corrective Action Reports** - Issues that may affect data quality and availability will be tracked, addressed, and reported to the TCEQ using the definitions and corrective action strategy laid out in the CRP Guidance. The Grantee must address deviations associated with sampling activities, chain-of-custody, analytical method requirements, quality control, and data management.

**Deliverables and Due Dates:****September 1, 2011 through August 31, 2012**

- A. Basin-wide QAPP Receipt and Commitment Letters - October 15, 2011
- B. Specified sections of the Basin-wide QAPP posted to the Web - October 31, 2011
- C. Draft QAPP Appendix B amendment for FY 2013 monitoring - June 15, 2012
- D. Final QAPP Appendix B revision for FY 2013 monitoring - August 15, 2012
- E. QAPP amendments and revisions to Appendices (if applicable) - as needed
- F. Appendix and Amendment QAPP Receipt and Commitment Letters (if applicable) - no later than 60 days after TCEQ approval of the QAPP, but prior to the monitoring event
- G. Participate in TCEQ monitoring systems audit and respond to comments (if applicable) - date planned in consultation with TCEQ
- II. Conduct on-site oversight assessment of sub-participants, once during each project or once during Agreement cycle - August 31, 2012
  - I. On-site project oversight report and response - August 31, 2012
  - J. Corrective action status report with progress report - September 15 and December 15, 2011; March 15, June 15, and August 30, 2012

**September 1, 2012 through August 31, 2013**

- A. Draft FY 2014/2015 Basin-wide QAPP - June 15, 2013
- B. Final FY 2014/2015 QAPP - August 15, 2013
- C. QAPP amendments and revisions to Appendices (if applicable) - as needed
- D. Appendix and Amendment QAPP Receipt and Commitment Letters (if applicable) - no later than 60 days after TCEQ approval of the QAPP, but prior to the monitoring event
- E. Participate in TCEQ monitoring systems audit and respond to comments (if applicable) - date planned in consultation with TCEQ
- F. Conduct on-site oversight assessment of sub-participants, once during each project or once during Agreement cycle - August 1, 2013
- G. On-site project oversight report and response - August 1, 2013
- H. Corrective action status report with progress report - September 15 and December 15, 2012; March 15, June 15, and August 30, 2013

**TASK 3: WATER QUALITY MONITORING**

**Objectives:** Water quality monitoring will focus on collecting information to characterize water quality in a variety of locations and conditions. These efforts will include a combination of:

- planning and coordinating basin-wide monitoring,
- routine, regularly-scheduled monitoring to collect long-term information and support statewide assessment of water quality,
- systematic, regularly-scheduled short-term monitoring to screen water bodies for issues,
- permit support monitoring to provide information for setting permit effluent limits, and
- special study, intensive monitoring targeted to;
  - identify sources and causes of pollution,
  - assess priority water quality issues,
  - obtain background water quality information,
  - provide information for setting site-specific permit effluent limits, and
  - evaluate statewide, regional, and site-specific water quality standards.

**Task Description:** The Grantee will conduct long-term water quality monitoring at monitoring sites and coordinate all monitoring plans with the TCEQ regional offices and other monitoring entities to avoid duplication of effort.

**Monitoring Description** – The Grantee will conduct water quality monitoring and provide details in the Progress Report format as prescribed in the FY 2012-2013 CRP Guidance, Exhibit 1C. In FY 2013, the Grantee will monitor at a similar level of effort as in FY 2012. The actual number of sites, location, frequency, and parameters collected for FY 2013 will be based on priorities identified at the basin Steering Committee and Coordinated Monitoring meetings and included in the amended Appendix B schedule of the QAPP.

**Routine Monitoring:** The Grantee will conduct routine monitoring at up to 20 sites monthly and up to seven sites quarterly for field, conventional, flow (at stream sites), and bacteria parameter groups. In addition, 10 sites will be monitored quarterly in Kerr County by the Upper Guadalupe River Authority (UGRA) for the same parameter groups. Additionally, UGRA will monitor nine sites for bacteria and field parameters under the CRP QAPP until the Clean Water Act Section 319(h) grant is initiated and that QAPP is signed, at which time, the monitoring will be done under the QAPP for the implementation grant.

**Biological Assessments:** Biological and habitat assessments will be conducted annually at four sites, one in Kerr County and three in the Grantee district.

**Metals and Organic Parameters:** Two sites in the Grantee district will be sampled for metals in water and one site for metals in sediment, one time each year. The Grantee will monitor organics in sediment at five sites in the Grantee district in FY 2012. The Grantee will monitor organics in water at two sites in the Grantee district, one time each year.

All monitoring procedures and methods will follow the guidelines prescribed in the Grantee QAPP, the TCEQ *Surface Water Quality Monitoring Procedures, Volume 1: Physical and Chemical Monitoring Methods for Water, Sediment, and Tissue (RG-415)* and the TCEQ *Surface Water Quality Monitoring Procedures, Volume 2: Methods for Collecting and Analyzing Biological Community and Habitat Data (RG-416)*.

**Coordinated Monitoring Meeting** – The Grantee will hold annual coordinated monitoring meetings. Qualified monitoring organizations will be invited to attend the working meeting in which monitoring needs and purposes will be discussed segment by segment and station by station. Information from participants and stakeholders will be used to select stations and parameters that will enhance overall water quality monitoring coverage, eliminate duplication of effort, and address basin priorities. The changes to the monitoring schedule will be entered into the statewide database on the Internet (<http://cms.lcra.org>) and communicated to meeting attendees. Changes to monitoring that occur during the course of the year will be entered into the statewide database on the Internet and communicated to meeting attendees.

**Progress Report** - Each Progress Report will indicate the number of sampling events and the types of monitoring conducted in the quarter, to include all types of monitoring.

**Biological Data Reports** - Biological/habitat data collected under an approved QAPP will be submitted in a pdf document using the Biological Data Reporting Packet outlined in Exhibit 3D in the CRP Guidance.

#### **Deliverables and Due Dates:**

##### **September 1, 2011 through August 31, 2012**

- A. Conduct water quality monitoring, summarize activities, and submit with Progress Report - December 15, 2011; March 15 and June 15, 2012
- B. Coordinated Monitoring Meeting - between March 15 and April 30, 2012
- C. Coordinated Monitoring Meeting Summary of Changes - May 15, 2012
- D. Email notification that Coordinated Monitoring Schedule updates are complete - May 31, 2012
- E. Biological Data Reports for data collected through October 2011 – March 31, 2012

##### **September 1, 2012 through August 31, 2013**

- A. Conduct water quality monitoring, summarize activities, and submit with Progress Report - September 15 and December 15, 2012; March 15, June 15 and August 31, 2013
- B. Coordinated Monitoring Meeting - between March 15 and April 30, 2013

- C. Coordinated Monitoring Meeting Summary of Changes – May 15, 2013
- D. Email notification that Coordinated Monitoring Schedule updates are complete - May 31, 2013
- E. Biological Data Reports for data collected through October 2012 – March 31, 2013

#### **TASK 4: DATA MANAGEMENT**

**Objectives:** To manage a quality-assured water quality monitoring database and transfer data to the TCEQ Surface Water Quality Monitoring Information System (SWQMIS) database in the required format.

**Task Description:** SWQM data files, including biological, special studies, and targeted monitoring data, will be transferred to the TCEQ in the correct format using the TCEQ file structure.

The Grantee will review each data set using the Data Review Checklist and the SWQMIS Data Loader. A Data Summary (including information on data completeness) and the SWQMIS Validator Report will be submitted with each data set. The Data Summary will contain basic identifying information about the data set, information regarding inconsistencies and errors identified during data verification and validation steps, and/or problems with data collection efforts.

Data correction requests and station location requests will be submitted via the SWQMIS, as needed.

Water quality data approved by the TCEQ will be posted on the Grantee's website at least two times per year.

#### **Deliverables and Due Dates:**

##### **September 1, 2011 through August 31, 2012**

- A. SWQM data files, SWQMIS Validator Report, and Data Summary - December 1, 2011; March 1 and August 1, 2012
- B. SWQM data updates to Web – February 1 and August 1, 2012

##### **September 1, 2012 through August 31, 2013**

- A. SWQM data files SWQMIS Validator Report, and Data Summary - December 1, 2012; March 1 and August 1, 2013
- B. SWQM data updates posted to Web - February 1 and August 1, 2013

#### **TASK 5: DATA ANALYSIS AND REPORTING**

**Objectives:** Conduct data analysis and develop reports that provide information to describe water quality and identify priority water quality issues for further investigation or action. This work will:

- correlate watershed characteristics with water quality conditions,
- highlight areas where water quality appears to be improving or declining,
- support and/or validate the findings of the TCEQ Water Quality Integrated Report,
- support planning of monitoring efforts,
- identify areas where nonpoint source management efforts may be applied, and
- provide information for stakeholders to discuss at Steering Committee meetings.

**Task Description** - The Grantee will complete a Basin Highlights Report in the first year of the biennium. The Basin Highlights Report provides an update on water quality status and CRP activities during the prior year. The Basin Highlights Report is designed to provide enough information to help the reader more fully understand why Concerns and Impairments exist in each segment of the basin. A Basin Summary Report will be completed in the second year of the biennium and will include a comprehensive review of water quality for the entire basin.



**Basin Highlights Report** – The Grantee will complete an annual water quality report with content as outlined below. The Basin Highlights Report will follow the outline provided in the FY 2012-2013 CRP Guidance for this report.

**Program Update**

- an update on major basin activities, top concerns and issues, changes and events,
- an update of basin water quality monitoring activities,
- a summary of findings from special studies,
- maps showing the location of sampling sites and major water quality issues,
- an update on public outreach and educational activities, and
- links to additional resources.

Electronic copies of the draft report and five hard copies of the final report will be provided to the TCEQ. The TCEQ will provide comments on the draft report. The Grantee will revise the draft report to address comments by TCEQ, and final approval will rest with the TCEQ. The reports will be made available to basin stakeholders, and on the Grantee's Web page.

**Basin Summary Report** - The Basin Summary Report will follow the outline described in the FY 2012-2013 CRP Guidance. The report will contain a comprehensive review of water quality for the entire basin, including:

- a description of the water quality conditions and issues,
- trend analysis of water quality by station and parameter,
- maps showing watershed characteristics, sampling stations, and water quality issues,
- a discussion of the watershed characteristics and their potential influence on water quality, and
- recommendations of water quality management strategies for correcting identified water quality problems and pollution sources.

A preparation meeting between the Grantee and the TCEQ CRP staff will be arranged prior to substantial work on the report. The Grantee will be prepared to discuss site selection for trend analysis, report content and layout, methodology for data review, and any other questions or suggestions for the report.

A pre-draft or watershed summary will be provided to the TCEQ CRP Project Manager and must be approved prior presentation of the completed first draft. The Basin Summary Report will be presented to the Steering Committee for review and comment, and coordinated with the public and the TCEQ. The TCEQ will provide comments on the draft report and final approval will rest with the TCEQ. Five copies of the draft and final report will be provided to the TCEQ. The reports will be made available to Steering Committee members and all basin stakeholders and on the Grantee's Web page. The Basin Summary Report will be provided to the Texas Parks and Wildlife Department, Texas State Soil and Water Conservation Board, the Governor, the Lieutenant Governor, and the Speaker of the House of Representatives not later than the 90th day after the date the report is submitted to the TCEQ.

**Deliverables and Due Dates:**

**September 1, 2011 through August 31, 2012**

- A. Draft Basin Highlights Report - February 15, 2012
- B. Final Basin Highlights Report – June 1, 2012
- C. Post Report to Internet - July 15, 2012

**September 1, 2012 through August 31, 2013**

- A. Preparation Meeting for Basin Summary Report - October 15, 2012
- B. Pre-Draft Watershed Summary – December 15, 2012
- C. Draft Basin Summary Report - March 15, 2013
- D. Final Basin Summary Report - June 15, 2013
- E. Post Report to Internet - July 15, 2013

**TASK 6: STAKEHOLDER PARTICIPATION AND PUBLIC OUTREACH**

**Objectives:** Enhance and support participation of stakeholders in the development of water quality objectives and priorities for the basin, and CRP as a whole. Engage in education and outreach activities to enhance stakeholder knowledge and involvement.

The Steering Committee serves as the focus of public input and assists with;

- creation of specific, achievable water quality objectives and basin priorities,
- review and development of work plans and allocation of resources,
- review, development and approval of major reports,
- establishment of monitoring priorities and development of monitoring plans, and
- identification of priority problem areas and possible actions to address these problems and pollutant sources.

Stakeholders should be engaged through outreach and education activities that support CRP program goals. This can be accomplished by;

- providing several forums for citizens to contribute their ideas and concerns,
- participating in outreach and education activities to increase public awareness about water quality issues in the basin,
- communicating information on water quality issues so that priorities may be set considering local, regional, state, and federal needs, and
- providing opportunities for volunteer citizen monitoring of basin water bodies.

**Task Description:** To ensure a comprehensive watershed assessment program, the Grantee will provide opportunities for the participation of stakeholders and other interested parties in development of water quality objectives and priorities for the basins, and CRP as a whole. Stakeholder involvement will be accomplished through both the Steering Committee process, and other public participation, outreach, and education activities following the FY 2012-2013 CRP Guidance.

**Steering Committee and Meetings** - In order to sufficiently address the different interests, concerns and priorities of each watershed, the Grantee will work to ensure that its Steering Committee includes stakeholder volunteers from across the basin that represent the groups identified in the FY 2012-2013 CRP Guidance. If specified groups are not represented, efforts will be made to recruit replacements before the next scheduled meeting. To engage new members and increase participation, the Grantee will take every opportunity to promote the CRP and involvement in the Steering Committee.

To meet goals and coordination requirements of CRP Guidance, the Grantee will conduct one Steering Committee Meeting during the month of March. Additional sub-committees or other public meetings may also be held to help complete the requirements.

The Grantee will contact stakeholders at least 45 days in advance of meeting date(s) to encourage participation. A questionnaire will be sent to all interested stakeholders that provide a list of proposed agenda topics, confirm continued interest/participation in the Steering Committee, and requests input on additional topics and potential stakeholders. Along with the priority agenda topics identified in the CRP Guidance, Steering Committee meetings will also include additional topics that have been identified to be of significant interest to stakeholders. A final meeting announcement and agenda will be made available at least 15 days prior to the meeting.

After each Steering Committee Meeting, the Grantee will ensure all stakeholder input, comments, decisions, and any other meeting accomplishments reached are addressed and incorporated, where applicable. For all Steering Committee meetings, copies of meeting materials will be provided with the next Progress Report, and include: a copy of the meeting agenda, presentations, meeting minutes, and a list of attendees.

**Education and Outreach** - For any public participation, outreach, or volunteer monitoring activities, a copy of the activities summary, materials produced or distributed by the Grantee, and a list of participants will be included in the subsequent Progress Report.

Because the Internet is a very important tool for distributing information and increasing public awareness, the Grantee will develop, maintain, update, and report on their website as specified in the FY 2012-2013 CRP Guidance. The website will be reviewed on a quarterly basis to ensure that information and announcements remain current and relevant. It is required that the Grantee also includes summaries of revisions to the website in/with the corresponding quarterly Progress Report.

**Deliverables and Due Dates:****September 1, 2011 through August 31, 2012**

- A. Document that website meets outlined website requirements – December 15, 2011
- B. Summary of website updates - December 15, 2011; March 15 and June 15, 2012
- C. Contact Steering Committee members with questionnaire, draft agenda topics and to confirm participation – January 25, 2012
- D. Final announcements and agenda for Steering Committee meetings – February 28, 2012
- E. Steering Committee Meeting – March 31, 2012
- F. Steering Committee Meeting materials – June 15, 2012
- G. Steering Committee Meeting minutes posted to the web – June 15, 2012
- H. Materials from education and outreach activities - December 15, 2011; March 15 and June 15, 2012

**September 1, 2012 through August 31, 2013**

- A. Summary of website updates – September 15 and December 15, 2012; March 15, June 15, and August 31, 2013
- B. Contact Steering Committee members with questionnaire, draft agenda topics and to confirm participation – January 25, 2013
- C. Final announcements and agenda for Steering Committee meetings – February 25, 2013
- D. Steering Committee Meeting – March 31, 2013
- E. Steering Committee Meeting materials – June 15, 2013
- F. Steering Committee Meeting minutes posted to the web – June 15, 2013
- G. Materials from education and outreach activities - September 15 and December 15, 2012; March 15, June 15, and August 31, 2013

## GENERAL TERMS AND CONDITIONS

### 1. AGREEMENT PERIOD

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

1.1.1 This Agreement shall immediately terminate on August 31 prior to the beginning of any fiscal year for which the Texas Legislature fails to appropriate and/or provide the funds necessary to perform pursuant to this Agreement.

### 2. DEFINITIONS

*Include:* The word *include* and all forms are such as *including* mean *including, but not limited to* in the Agreement Documents and other documents issued in accordance with the Agreement, such as Task Orders, Work Orders and Proposals for Grant Activities.

### 3. FUNDS

3.1 **Availability of Funds.** This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature and the U.S. Government for the purposes of this Agreement or the respective claim, suit or obligation, as applicable.

3.1.1 The Grantee will ensure that Paragraph 3.1 is included in any subcontract it awards.

3.2 **Amount Limits on Funds.** The total amount of funds provided by TCEQ shall not exceed the amount of the Maximum TCEQ Obligation as shown on the Agreement Signature Page unless the amount is changed by a formal amendment to the Agreement authorized by both Parties.

3.3 **Grants.** If this Agreement was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

### 4. ALLOWABLE COSTS

4.1 **Conforming Activities.** TCEQ will reimburse the Grantee for Allowable Costs incurred and paid by the Grantee in performance of conforming Agreement Activities. Allowable Costs are those costs for conforming Agreement Activities that are reasonable, necessary, actual, and authorized by this Agreement. Agreement Activities must be authorized in writing to be eligible for reimbursement.

4.2 Allowable Costs are restricted to costs that comply with the requirements of this Agreement and the following:

4.2.1 The Parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. The text of UGMS is available online at the Governor's Website. (The link as of May 5, 2011 is <http://governor.state.tx.us/files/state-grants/UGMS062004.doc>.)

### 5. REIMBURSEMENT

5.1 **Reimbursement Request Deadline.** The TCEQ may refuse to reimburse, or revoke payment for, expenditures for which the Grantee submits invoice and/or Financial Status Report more than sixty (60) days after the termination date of this Agreement.

5.2 **Reimbursement Requests.** The Grantee shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Agreement Activities. The Grantee's invoice shall conform to TCEQ's reimbursement requirements.

5.2.1 The Grantee shall submit the reimbursement request documents thirty (30) days after the close of each quarter. The reporting periods shall correspond to the State of Texas fiscal year (September-November, December-February, March-May, and June-August).

- 5.2.2 In order to be reimbursable, costs must be allowable under the conditions stated in this Agreement and be authorized by the Budget.
- 5.3 **Travel Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
- 5.4 **Supporting Records.** The Grantee shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. At a minimum, the Grantee shall submit supporting records with its invoices. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. The Grantee shall maintain records subject to the terms of this Agreement.
- 5.5 **Conditional Payments.** Reimbursements are conditioned on the Agreement Activities being performed in compliance with the Agreement. The Grantee shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Agreement Activities. This does not limit or waive any other TCEQ remedy.
- 5.6 **Quality Assurance.** All work funded by this Agreement that involves the acquisition of environmental data generated from direct measurement activities, collected from other sources, or compiled from computerized databases and information systems shall be planned in consultation with the TCEQ and be documented in a TCEQ-approved QAPP before data collection can be implemented. Any cost for environmental data acquisition incurred prior to approval of a QAPP by the TCEQ will be ineligible for reimbursement. Failure to meet the terms of the QAPP may result in the suspension of associated activities and reimbursement of expenses related to the associated activities.
- 6. FINANCIAL RECORDS, ACCESS AND AUDITS**
- 6.1 **Audit of Funds.** The Grantee understands that acceptance of funds under this Agreement 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. The Grantee 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. The Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Grantee and the requirement to cooperate is included in any subcontract it awards.
- 6.2 **Financial Records.** The Grantee shall establish and maintain financial records including records of costs of the Agreement Activities in accordance with generally accepted accounting practices. Upon request the Grantee shall submit records in support of reimbursement requests. The Grantee shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of three years beyond the expiration or earlier termination of this Agreement, and three years after the end of any litigation or claims process, including appeals.
- 7. INDIRECT COST RATE**
- 7.1 The indirect cost rate may be:
- 7.1.1 a rate that has been determined by a federal cognizant agency or by a state coordinating agency;
- 7.1.2 a rate negotiated and agreed on by the Parties; or
- 7.1.3 a default amount equal to 10 percent of personnel salaries and wages.
- 7.2 **Indirect Cost Rate determined by Federal and State agencies.** The Parties agree the requirements applicable to cost rates determined by federal and state agencies are:
- 7.2.1 The requirements contained in the UGMS apply. The text of UGMS is available online at the Governor's Website. (The link as of May 5, 2011 is: <http://governor.state.tx.us/files/state-grants/UGMS062004.doc>.)
- 7.2.2 Upon request of the TCEQ, the Grantee shall provide documentation of a federal or state agency cost rate determination.

- 7.3 **Negotiated Predetermined Final Rate.** TCEQ and the Grantee may negotiate a predetermined final indirect cost rate for the term of the Agreement based on the cost experience and other pertinent facts that are sufficient to enable the Parties to reach an informed judgment (1) as to the probable level of indirect costs in the Grantee's programs during the term of the Agreement, covered by the negotiated rate, and (2) the amount allowable under that predetermined rate would not exceed the indirect costs rate determined by a federal or state agency.
- 7.3.1 If the negotiated predetermined final rate is less than the federal or state agency determined rate, the Grantee may claim the difference in the resulting amount as a matching contribution.
- 7.3.2 The indirect cost rate shown in the Budget of this Agreement is final and is not subject to change during for the Agreement term, including extensions. The Parties agree they waive and will not seek additional indirect costs after the Agreement has expired.
- 7.4 **Default Indirect Cost Rate.** In the event this Agreement does not show the basis for determining the indirect Cost rate, the basis for that determination is 10% of the amount of Personnel and Salary costs.

## 8. AMENDMENTS

Changes to the Agreement are only effective when made by a formal written amendment, signed and agreed to with the authorized signatures of the Parties, with the exception of minor changes as discussed in 8.1.

- 8.1 TCEQ authority for making interpretations and agreeing to minor changes:
- 8.1.1 The TCEQ Contract Manager has the authority, without a formal amendment, to make written Agreement interpretations and agree in writing to minor, non-material changes to requirements in the Agreement Activities or the Agreement Budget including:
- 8.1.1.1 Changes to the schedule in the Agreement Activities including an extension of a deliverable due date, not to exceed the expiration date of the agreement;
- 8.1.1.2 Changes to the individual tasks in the Agreement Activities that do not substantially change the obligations of the Parties relative to those tasks; and
- 8.1.1.3 Transfers between the authorized amounts of expenditures in the Budget Categories.
- 8.1.2 To be effective, the Agreement changes agreed to by the TCEQ must be in writing and must also be agreed to by an authorized Representative of the Grantee. A copy of the agreed change must be retained in the appropriate file of both the Grantee and the TCEQ.
- 8.1.3 It is the responsibility of the Grantee to request extensions to the deliverable schedule and other changes that are within the authority of the TCEQ.
- 8.2 A formal amendment to the Agreement signed by authorizing officials of both Parties is required for changes to the substantive obligations of the Grantee and/or the TCEQ, including the following:
- 8.2.1 Changes in the total amount of funds in the Budget or the Agreement;
- 8.2.2 Changes to the Agreement's Expiration Date;
- 8.2.3 Changes to the Agreement Activities that affect TCEQ obligations in this Agreement and in other agreements with the funding source such as the U.S. Environmental Protection Agency (EPA), and obligations to another state or federal agency or the Texas Legislature; and
- 8.2.4 Changes that affect the material obligations of the Grantee in this Agreement.

## 9. AGREEMENT INTERPRETATION

- 9.1 **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.
- 9.2 **State, Federal Law.** This Agreement is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 9.3 **Severability.** If any provision of this Agreement 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 Agreement 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.

## 10. GRANTEE'S RESPONSIBILITIES

- 10.1 **Grantee's Responsibility for the Agreement Activities.** The Grantee undertakes performance of the Agreement Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent, employee or vendor of goods or services. The Grantee agrees that the Agreement Activities are furnished and performed at the Grantee's sole risk as to the means, methods, design, processes, procedures and performance of the Agreement Activities.
- 10.2 **Independent Contractor.** Nothing in this Agreement shall create an employee-employer relationship between the Grantee and TCEQ. Nothing in this Agreement shall create a joint venture between TCEQ and the Grantee. The Parties agree that the Grantee is an independent contractor.
- 10.3 **Grantee's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Agreement Activities under a direct or indirect contract with the Grantee shall be considered to be the acts and omissions of the Grantee.
- 10.4 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between TCEQ and any of the Grantee's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Grantee.

## 11. GRANTEE PERFORMANCE EVALUATION

Performance evaluations are a part of the TCEQ review of the Grantee and may be a factor in the selection of future Agreements. TCEQ may provide this information to state agencies and, upon request, to others. The Grantee consents to the disclosure of any information or opinion contained in the evaluations.

## 12. CONFLICT OF INTEREST

The Grantee shall timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Grantee or any related entity or individual. No entity or individual with a significant actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Agreement Activities, nor have access to information regarding any portion of the Agreement Activities. The Grantee agrees that TCEQ has sole discretion to determine whether a significant conflict exists, and that a conflict of interest is grounds for termination for cause.

## 13. INTELLECTUAL PROPERTY

- 13.1 **Third Party Intellectual Property.** Unless specifically waived, the Grantee must obtain all Intellectual Property licenses expressly required in the Agreement Activities, or incident to the use or possession of the intellectual property. The Grantee shall obtain and furnish to TCEQ: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 13.2 **Grant of License.** The Grantee grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Grantee that is incorporated into the Agreement Activities, intellectual property created under this Agreement, and associated user documentation.

## 14. TIME DELAYS

- 14.1 **Time is of the Essence.** The Grantee's timely performance is a material term of this Agreement.
- 14.2 **Delays.** Where the Grantee's performance is delayed without an agreed change in the due date, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Agreement, or enforce any of its other rights.

**15. TERMINATION**

- 15.1 **Termination for Cause.** TCEQ may, upon 10 days written notice and the opportunity to cure, terminate this Agreement for cause if the Grantee materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming Agreement Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with Historically Underutilized Businesses (HUB) requirements in law or this Agreement. Termination for cause does not prejudice TCEQ's other remedies authorized by this Agreement or by law.
- 15.2 **Termination for Convenience.** TCEQ may, upon 10 days written notice, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Grantee. The Grantee may request reimbursement for: conforming Agreement Activities and timely, reasonable costs directly attributable to termination. The Grantee 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.
- 15.3 If, after termination for cause by TCEQ, it is determined that the Grantee had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of the TCEQ.

**16. INSURANCE AND INDEMNIFICATION**

- 16.1 **Insurance.** Unless prohibited by law, the Grantee shall require its contractors and suppliers to obtain and maintain during the Agreement Period adequate insurance coverage sufficient to protect the Grantee and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 16.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF GRANTEE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND GRANTEE AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE GRANTEE OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A 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 THE TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

**17. DISPUTES, CLAIMS AND REMEDIES**

- 17.1 **Payment not a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of the Grantee from liability under this Agreement.
- 17.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Agreement. In the event of the Grantee's nonconformance, TCEQ may do any combination of the following;
- 17.2.1 Issue notice of nonconforming performance,
  - 17.2.2 Reject nonconforming performance and request corrections without charge to the TCEQ,
  - 17.2.3 Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity,
  - 17.2.4 Suspend all or part of the Agreement Activities or payments, or both, pending accepted revision of the nonconformity,
  - 17.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming,
  - 17.2.6 Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.



- 17.3 **Opportunity to Cure.** The Grantee will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 17.4 **Cumulative Remedies.** Rights and remedies in this Agreement are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

## 18. SOVEREIGN IMMUNITY

The Parties agree that this Agreement does not waive sovereign immunity relating to suit, liability, or payment of damages.

## 19. MISCELLANEOUS

- 19.1 **Assignment.** No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by the Grantee will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Grantee from any duty or responsibility under the Agreement.
- 19.2 **Venue.** The Grantee agrees that the Agreement is being performed in Travis County, Texas, because this Agreement has been performed or administered, or both, in Travis County, Texas. The Grantee agrees that any cause of action involving this Agreement arises solely in Travis County, Texas.
- 19.3 **Publication.** The Grantee agrees to notify TCEQ five days prior to the publication or advertisement of information related to this Agreement. The Grantee agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 19.4 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of the Grantee's obligation to perform conforming Agreement Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 19.5 **Legal Requirements.** TCEQ relies on the Grantee to perform all Agreement Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 19.6 **Survival of Obligations.** Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four years beyond the termination or completion of the Agreement, or after the end of a proceeding which was brought under the Agreement, or if TCEQ has notified the Grantee of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a TCEQ notice to the Grantee.
- 19.7 **Headings.** The headings of the sections contained in this Agreement are for convenience only and do not control or affect the meaning or construction of any provision of this Agreement.
- 19.8 **Release of Claims.** As a condition to final payment or settlement, or both, the Grantee shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Agreement.
- 19.9 **Counterparts.** This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

**20. PROJECT REPRESENTATIVES AND RECORDS LOCATION**

**20.1 TCEQ Project Representative (Project Manager).** The individual named below is the TCEQ Project Representative who is authorized to give and receive communications and directions on behalf of the TCEQ, and to authorize changes to the schedule in the Grant Activities including an extension of a deliverable due date, not to exceed the expiration date of the agreement.

Allison Woodall  
(Name)  
Project Manager MC 234  
(Title) (Mail Code)  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Telephone No.: (512) 239-4628  
Facsimile No.: (512) 239-4110  
email: [Allison.Woodall@tceq.texas.gov](mailto:Allison.Woodall@tceq.texas.gov)

**20.2 TCEQ Contract Manager.** The individual named below is the TCEQ Contract Manager who is authorized to give and receive communications regarding the terms of the Contract, invoices, and reimbursements. In addition, the Contract Manager is authorized to approve changes to the individual tasks in the Grant Activities that do not substantially change the obligations of the Parties relative to those tasks, and transfers between the authorized amounts of expenditures in the Budget Categories.

Carole Clester  
(Name)  
Contract Manager MC 141  
(Title) (Mail Code)  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Telephone No.: (512) 239-1628  
Facsimile No.: (512) 239-6672  
Email: [Carole.Clester@tceq.texas.gov](mailto:Carole.Clester@tceq.texas.gov)

**20.3 Grantee Project Representative.** The individual named below is the Grantee Project Representative, who is authorized to give and receive communications and directions on behalf of the Grantee. All communications to the Grantee will be addressed to the Grantee Project Representative or his or her designee.

Debbie Magin  
(Name)  
Project Manager  
(Title)  
933 E. Court Street  
(Mailing Address)  
Seguin Texas 78155  
(City) (State) (Zip Code)

Telephone No.: (830) 379-5822  
Facsimile No.: (830) 379-9718  
email: [dmagin@gbra.org](mailto:dmagin@gbra.org)

**20.4 Submittal of Payment Requests.** Payment requests must be submitted to the TCEQ Contract Manager.

**20.5 Designated Location for Records Access and Review.** The Grantee designates the physical location indicated below for record access and review pursuant to any applicable provision of this Agreement:

Guadalupe – Blanco River Authority  
(Name)  
933 E. Court Street  
(Address)  
Seguin Texas 78155  
(City) (State) (Zip Code)

**21. AGREEMENT BUDGET**

21.1 **Budget.** Authorized budgeted expenditures for Work Performed are as follows:

Budget Categories	Cost for Work to be Performed
a. Personnel/Salary	\$32,944.00
b. Fringe Benefits (37.9%)	\$12,485.78
c. Travel	\$9,912.00
d. Supplies	\$8,000.00
e. Equipment	-
f. Contractual	\$36,000.00
g. Other	\$179,031.74
h. Total Direct Costs (sum a-g)	\$278,373.52
i. Indirect costs (25.22%)	\$8,308.48
j. Total Reimbursable Costs (h+i)	\$286,682.00

21.2 **Budget Control and Transfers.** The Grantee will request approval of transfers between budget categories in writing to the TCEQ. The request shall be accompanied by a narrative justification for the proposed revision. The TCEQ will promptly review such requests and shall approve or disapprove the request in writing. The TCEQ will not approve any budget or project revision which is inconsistent with the purpose of terms and conditions of the Agreement. Cumulative transfers among the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Budgeted amount.

21.3 **Fringe Benefit Rate.** The fringe benefit rate for the Agreement is 37.9% of total direct personnel/salary costs. The rate set at the beginning of the Agreement term will remain in effect for the full Agreement term.

21.4 **Indirect Rate.** The indirect rate currently authorized shall not exceed 25.22% of Personnel/Salaries for the term of the Agreement, subject to the provisions outlined in the Indirect Cost Rate section.

Texas Commission on Environmental Quality  
**FINANCIAL STATUS REPORT**

1. STATE AGENCY TO WHICH REPORT IS SUBMITTED:		Texas Commission on Environmental Quality		
2. GRANT/AGREEMENT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
5. TCEQ AGREEMENT NUMBER: 582-12-				
6. FINAL REPORT: YES NO				
7. ACCOUNTING BASIS: CASH ACCRUAL				
8. TOTAL PROJECT/GRANT PERIOD: FROM TO		9. PERIOD COVERED BY THIS REPORT: FROM TO		
10. BUDGET CATEGORIES:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. Personnel/Salary				
b. Fringe Benefits ( %)				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct Costs (Sum a - h)				
j. Indirect Costs ( % x \$ Base)				
m. Total Project Costs (Sum of i & j)				
<p>* List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required,</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>				
<p>11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.</p> <p>Signature of Authorized Certifying Official: _____</p> <p>Typed or Printed Name and Title: _____</p> <p>Telephone (Area code, number and ext.): _____ Date Submitted: _____</p>				

**Attachment A (contd.)**

**ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS**

**PERSONNEL/SALARY EXPENDITURES (during this report period)**

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
<p><b>A. PERSONNEL/SALARY</b></p>          <p>All Employees listed on current PEL?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>B. FRINGE</b> Rate = _____ %                      Total for the reporting period = \$ _____                      (Do not include fringe in total at right)</p>			
<p><b>TOTAL PERSONNEL/SALARY EXPENDITURES</b> (must agree with line 10a on Form 20248)</p>			

**TRAVEL EXPENDITURES (during this report period)**

EMPLOYEE(S)	DATE(S) OF TRAVEL	DESTINATION & PURPOSE OF TRAVEL	MEALS	LODGING	TRANSPORTATION (Miles X Rate)	TASKS
<p><b>TOTAL TRAVEL EXPENDITURES</b> (must agree with line 10c on Form 20248)</p>					\$	

\* SUPPLEMENTAL DOCUMENTATION (time sheets, travel receipts, etc.) IS NOT REQUIRED TO BE ATTACHED TO THIS FORM; however each traveler's costs must be itemized to show costs for meals, lodging and transportation (itemization may be attached).

**Attachment A (contd.)**

**ITEMIZATION OF SUPPLY AND OTHER COSTS**

**SUPPLIES PURCHASED (during this report period)**

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL SUPPLIES PURCHASED (must agree with line 10d on Form 20248)				

**OTHER EXPENDITURES (during this report period)**

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248)				

**Attachment A (contd.)**

**ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS**

**EQUIPMENT EXPENDITURES (during this report period)**

NUMBER PURCHASED	DESCRIPTION OF ITEM(S)	UNIT COST	TOTAL COST	TASK(S)
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248)				

**CONTRACTUAL EXPENDITURES (during this report period)**

SUBCONTRACTOR NAME	DESCRIPTION OF WORK COMPLETED	COST (this period)	TASK(S)
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10f on Form 20248)			

\* LEGIBLE RECEIPTS MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

**Attachment A (contd.)**

**ITEMIZATION OF CONSTRUCTION COSTS and COST SHARE**

CONSTRUCTION COSTS (during this report period)

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL CONSTRUCTION EXPENDITURES (must agree with line 10g on Form 20248)		S	

\* LEGIBLE RECEIPTS MUST BE ATTACHED FOR ALL LISTED EXPENDITURES



# GRANTEE PERFORMANCE EVALUATION REPORT

# Attachment B

Final Report (Check only if the Agreement has ended and this is the last Performance Report) Today's Date: \_\_\_\_\_

Report No. \_\_\_\_\_ of \_\_\_\_\_ Evaluation Period: From \_\_\_\_\_ to \_\_\_\_\_

Grantee: \_\_\_\_\_ Agreement No./ Purchase Order No. \_\_\_\_\_

Project Name (if applicable) \_\_\_\_\_ Phase (if applicable) \_\_\_\_\_

Date of Last Report: \_\_\_\_\_ Date of Program's Last Site Visit: \_\_\_\_\_ (if applicable)

Brief Description of Work / Services (optional): \_\_\_\_\_

Performance Category	Ratings			Comments
	Exceeds Expectations Score=3	Satisfactory Performance Score=2	Marginal Performance Score=1	
Quality & Accuracy				Please provide a narrative description for ratings of one or below (attachments are acceptable.)
Timeliness				
Reports				
HUB (for Quarterly Reporting, complete this portion only and return)				
Communication				
Cost Control				
Technology				
Other (describe) *				

Evaluator's Name \_\_\_\_\_ Signature \_\_\_\_\_  
 (Printed or Typed)

Division \_\_\_\_\_ Section: \_\_\_\_\_

**\*Other: Requires an attachment describing category and rating description which corresponds.**

**Note: Please see Category Descriptions for specific definitions for each performance category and an explanation for each score.**

**GRANTEE'S PERFORMANCE EVALUATION REPORT - Category Descriptions**

<b>PERFORMANCE CATEGORY</b>	<b>EXCEEDS EXPECTATIONS (Score = 3)</b>	<b>SATISFACTORY PERFORMANCE (Score = 2)</b>	<b>MARGINAL PERFORMANCE (Score = 1)</b>	<b>UNSATISFACTORY PERFORMANCE (Score = 0)</b>
<p><b>1. Quality and Accuracy</b> Quality, sufficiency, and accuracy of Agreement-required work, including work or tasks performed by subcontractors</p>	<p>Work product always, with rare exceptions, of excellent quality. Revisions rarely or never required.</p>	<p>Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request.</p>	<p>Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable.</p>	<p>Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected.</p>
<p><b>2. Timeliness</b> Timeliness with respect to completing Agreement-required work and/or work-related tasks, including work performed by subcontractors</p>	<p>All tasks and Agreement deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line.</p>	<p>Some intermediate task delays, not expected to cause major deadlines to be missed or to require Agreement extension. Prior approval granted for any other delays.</p>	<p>Some major work performance delays caused (or expected to cause) delivery schedules to be missed.</p>	<p>Required work product not completed on time, due to factors that should have been under contractor=s control.</p>
<p><b>3. Reports Accuracy.</b> adequacy, and timeliness of Agreement-required activity/progress reports, notifications, financial reports, invoices, pay requests and other required documents, excluding HUB reports</p>	<p>All reports accurate and complete, as well as on time. No rewrites or additional information required.</p>	<p>Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.</p>	<p>Numerous errors and/or omissions corrected prior to reminders of reports due were required to be sent). Reports not later than 5 working days.</p>	<p>Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late.</p>
<p><b>FOR HUB PROGRAM USE ONLY:</b> <b>4. HUB and/or DBE/MBE/WBE*</b> Contractor's achievement of (or continued responsiveness toward) Agreement-contained HUB Subcontracting Plan (HSP) and/or Good Faith Effort (GFE) requirements, including timely and accurate submittal of Agreement-required HUR related reports. *When the term HUB is used, include evaluation of Contractor=s performance of DBE/MBE/WBE requirements.</p>	<p>Contractor consistently meets or exceeds the HSP and/or GFE requirements. All reports accurate and complete, as well as on time. No rewrites or additional information required.</p>	<p>Contractor satisfactorily meets the HSP and/or GFE requirements. Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.</p>	<p>Contractor marginally meets the HSP and/or GFE requirements. Numerous errors and/or omissions corrected prior to reminders of reports due were required to be sent). Reports frequently late.</p>	<p>Contractor did not adequately meet the HSP and/or GFE requirements. Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports habitually late.</p>

**Attachment B (contd.)**

<p><b>5. Communication</b> Contractor=s accessibility, responsiveness, and cooperativeness with respect to any Agreement-related concerns communicated by the Contract Manager; plus contractor=s demonstrated relationship with</p>	<p>Contractor consistently maintains excellent standing with subcontractors, including timely payments. Works as a team member and is flexible and responsive to changes in circumstances or scope of work.</p>	<p>Contractor is usually flexible and responsive to changes in circumstances or scope of work. Generally maintains good standing with subs, and ensures that they are paid promptly.</p>	<p>Contractor is only intermittently responsive to changes in Agreement scope or other circumstances. Marginal team player. Failed to make timely payments to subs on one or two occasions.</p>	<p>Not flexible to changes in scope or other circumstances. Not cooperative or accessible. Failed to maintain good standing with subs and failed to make payments on more than two occasions.</p>
<p><b>6. Cost Control*</b> Contractor=s ability to observe current cost levels; compare them with Agreement or Work Order budget, as applicable; and institute corrective action to keep cost within budget. *Do not include consideration of Agreement or Work Order budget amount changes requested or caused by TCEQ.</p>	<p>Contractor took strong initiative to observe current cost levels; compare them with Agreement or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>	<p>Contractor observed current cost levels; compared them with Agreement or Work Order budget, as applicable; and instituted corrective action to keep cost within budget.</p>	<p>Contractor sometimes failed to observe current cost levels; compare them with Agreement or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>	<p>Contractor failed to observe current cost levels; compare them with Agreement or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>
<p><b>7. Technology</b> Contractor=s demonstrated technical competence and/or expertise (including competence and expertise of subcontractors); plus contractor=s innovativeness and willingness to apply, within the limitations of the Agreement, new techniques or technologies</p>	<p>Contractor is comfortable with and applies current proven technology. But is familiar with, and willing to use, latest techniques and solutions where such are appropriate.</p>	<p>Contractor is capable of applying current proven technology. Is aware of, but not experienced in the use of latest techniques and solutions.</p>	<p>Contractor usually uses more basic technology to solve Agreement problems. Is aware of, but has little or no experience in the use of more current proven techniques and solutions.</p>	<p>Contractor can only apply basic technology to tasks. Requires direction concerning appropriate technology and solutions.</p>
<p><b>8. Other</b>      DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>

**Attachment C**

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

***Release of Claims***

\_\_\_\_\_ hereby releases the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from any and all future claims arising under or by virtue of TCEQ Agreement Number \_\_\_\_\_.

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

All services and tasks required to be completed under the referenced Agreement have been completed.

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

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

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

\_\_\_\_\_  
*(name, typed or printed)*

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