

THE STATE OF TEXAS
COUNTY OF ERATH

**INTERAGENCY COOPERATION AGREEMENT
BETWEEN
TARLETON STATE UNIVERSITY
AND
CITY OF KILLEEN**

THIS INTERAGENCY COOPERATION AGREEMENT is entered into by and between the parties shown below as Contracting Parties:

I. CONTRACTING PARTIES:

The Receiving Party: Tarleton State University, a member of The Texas A&M University System, an agency of the State of Texas, with its primary offices located in Stephenville, Texas, for the benefit of the Texas Institute for Applied Environmental Research, is written under Contract number 582-13-30061 between the Texas Institute for Applied Environmental Research, Tarleton State University, and the Texas Commission on Environmental Quality (TCEQ).

The Receiving Party: Texas Institute for Applied Environmental Research (TIAER)

The Performing Party: City of Killeen (COK)

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Party agrees to perform the research tasks set forth in the Scope of Services which is attached and incorporated as **Exhibit A**. The scope of services shall not be changed except by written amendment to this Agreement signed by both parties.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Transfers between budget categories are not allowable without prior approval from TIAER. See detailed budget which is attached and incorporated in **Exhibit A**.

IV. CONTRACT AMOUNT:

The total amount to be expended pursuant to this contract shall not exceed \$26,431.00 (twenty-six thousand and four hundred and thirty-one dollars).

V. PAYMENT FOR SERVICES:

TIAER shall pay for the Services from appropriation items or accounts of TIAER from which like expenditures would normally be paid, based upon special vouchers drawn by TIAER, or through electronic transactions, payable to Performing Party.

Payments received by Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

See **General Terms and Conditions** which is attached and incorporated as **Exhibit B** for invoice requirements and other terms and conditions.

VI. TERMS OF CONTRACT:

This contract shall be effective from November 1, 2012 and shall terminate on December 31, 2015.

VIII. ENTIRE AGREEMENT:

This document contains the entire agreement of the parties and no other promises or conditions are made, whether written or oral. This agreement supersedes any prior written or oral agreements between the parties.

IX. AMENDMENT:

This agreement may be modified or amended if such amendment is made in writing and is signed by both parties.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of State Government, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING PARTY further certifies that it has the authority to agree to the above services by authority granted in the Texas Education Code Title III (D) Chapter 88 (C).

PERFORMING PARTY further certifies that it has the authority to perform the services agreed to by authority granted in Chapter 791, Texas Government Code, as amended.

The undersigned parties bind themselves to the faithful performance of this agreement.

RECEIVING PARTY

PERFORMING PARTY

Texas A&M University

City of Killeen

By: _____
Authorized Signature

By: _____
Authorized Signature

Jane Zuber, Director Contracts and Grants

Name, Title

Date: _____

Date: _____

Exhibit A

City of Killeen Nolan Creek Watershed FY2012 319 Grant Support

Scope of Services

TASK 1: PROJECT ADMINISTRATION

Objective: To administer, coordinate, and monitor all work performed under this project including technical and financial supervision.

Subtask 1.2: Quarterly Progress Reports (QPR) – COK will submit QPRs to TIAER by the 7th of the month following each state fiscal quarter for incorporation by TCEQ into the Grant Reporting and Tracking System (GRTS). The QPRs are to include the following:

- An invoice in accordance with the reporting requirements;
- A status of deliverables for each task; and
- A brief narrative description in QPR format.

Subtask 1.4: Project Annual Report Article – COK will provide information for articles in the Nonpoint Source Annual Report upon request by TIAER. The article will include a brief summary of the project and describe the activities of the past fiscal year.

Task 1 Deliverables:

- QPRs; and
- An Annual Report Article

TASK 2: QUALITY ASSURANCE (QA)

Objective: Refine and document data quality objectives (DQOs) and QA/quality control (QC) activities that ensure data of known and acceptable quality are generated by this project.

Subtask 2.1: Quality Assurance Project Plan (QAPP) Planning Meeting – COK will participate in the scheduled QAPP planning meeting with the TIAER, the TCEQ Project Manager, QA staff, technical staff, management, and contractors, to implement a systematic planning process based on the elements in the TCEQ NPS QAPP shell. The information developed during this meeting will be incorporated into a QAPP. The storage location of data records, and how data should be coded, will also be determined during these meetings. Participate in additional meetings with TIAER to determine whether changes to an existing QAPP are needed.

Subtask 2.2: QAPP – COK will assist in the development of, review and provide comments on the Monitoring QAPP that TIAER will submit to the TCEQ for approval.

- Project Activities covered under this QAPP:

- o Data Acquisition;
- o GIS and Map Development; and
- o Data Collection.
- Tasks/Subtasks covered under this QAPP:
 - o Tasks 2, 4, 5, and 8.

Subtask 2.3: QAPP for Modeling – COK will assist in the development of, review and provide comment on the QAPP for Modeling that TIAER will submit to the TCEQ for approval.

Activities covered under this QAPP:

- Data Acquisition;
- GIS and Map Development; and
- Modeling

Tasks/Subtasks covered under this QAPP:

- Tasks 2, 6, and 8.

Subtask 2.4: QAPP Annual Update – COK will assist in the development of, review and provide comment on annual QAPP revisions no less than 70 days prior to the end of the effective period of the QAPP.

Subtask 2.5: QAPP Amendments – COK will assist in the development of, review and provide comment on Amendments to revise the QAPP within 15 days of receipt from TIAER.

Task 2 Deliverables:

- A QAPP Planning Meeting;
- Comments on Draft and Final QAPPs;
- Comments on Draft and Final QAPP Annual Updates; and
- Comments on Draft and Final QAPP Amendments

TASK 3: BUILDING PARTNERSHIPS - ELEMENT E, PART A

Objective: Satisfy a portion of Element E of the EPA 2004 Guidelines; and conduct Step 1, and the stakeholder portions of Steps 2 through 4 of the Watershed Planning and Implementation Process as outlined in the EPA Handbook.

Subtask 3.1: Public Participation Plan (PPP) - COK will prepare a draft and final PPP prior to initial Stakeholder Group development. The PPP will support public outreach throughout the entire watershed area to include stakeholders from Killeen, Harker Heights, Nolanville, Belton, and Fort Hood, as well as, throughout the rural areas of Bell County. The PPP will establish Stakeholder Group membership, the ground rules for meetings, and public participation in the project beyond the Stakeholder Group. The PPP must be approved by the TCEQ Project Manager and be presented to stakeholders for feedback.

Subtask 3.2: Stakeholder Group Development - COK, with assistance from TIAER, will develop a Stakeholder Group, which includes representatives of local, state and federal government; landowners and facility operators in all major land use categories present in the watershed; environmental groups, developers and other special interest groups active in the watershed; and other local residents. In accordance with the City's MS4 permit, the COK will participate in this subtask at no cost to TIAER.

Subtask 3.3: Stakeholder Group Activities - COK, with assistance from TIAER, will ensure facilitation of the Stakeholder Group's work in accordance with the PPP, including:

- Formation of the Stakeholder Group;
- Meetings;
- Identification of issues of concern and address significant issues where possible;
- Presentation and solicitation of feedback of all deliverable reports; and
- Gaining community acceptance of the project.

In accordance with the City's MS4 permit, the COK will assist with this subtask at no cost to TIAER.

Subtask 3.4: Stakeholder Group Meetings – TIAER will conduct stakeholder group meetings to establish priorities and focus work efforts. Meetings will be held on a regular basis to provide status of work progress to the group and obtain input on subsequent steps. Meeting agenda and minutes will be submitted to the TCEQ Project Manager for approval before distribution by TIAER. In accordance with the City's MS4 permit, the COK will participate in this subtask and host no more than four meetings a year at no cost to TIAER.

Subtask 3.5: Dissemination of Project Information – COK will post project information on their website, and TIAER will use Stakeholder Group meetings and the City's to disseminate project information in accordance with the PPP. Project information will be submitted to the TCEQ Project Manager for approval before dissemination. Activities will include:

- Presentation of all deliverable reports:
 - Solicit input from stakeholders upon initiation of Task activities;
 - Present draft reports to stakeholders;
 - Solicit input/comments from stakeholders regarding each draft report;
 - hosting a Project webpage during the project and the retention period;
 - Track input/comments provided by stakeholders and the responses by the project team to comments; and
 - Present final report to stakeholders.
- Additional activities may include:
 - Communicating via media sources;
 - Texas Watershed Steward training;
 - Texas Stream Team education events and trainings;
 - Conducting a LID Workshop; and
 - Holding and/or participating in public education and outreach events

In accordance with the City's MS4 permit, the COK will assist in this subtask at no cost to TIAER.

Subtask 3.6: PPP Progress Reports – COK will prepare and submit biannual updates and a final report documenting the status of:

- Completion of objectives and tasks of the PPP;
- Strategy for achieving the remaining objectives and goals of the PPP through the completion of the project; and
- Activities and input provided by the Stakeholder Group

Task 3 Deliverables:

- Draft and Final PPPs;
- Provide a Project webpage on the City's website;
- Assist with developing materials and participate in stakeholder group and public meetings; and
- Draft and Final Building Partnerships Report.

TASK 4: WATERSHED CHARACTERIZATION – ELEMENT A – PHASE 1: DATA INVENTORY

Objective: COK will satisfy a portion of Element A of the EPA Handbook by developing a comprehensive GIS inventory for the study area that will include classifying current land use for the watershed.

Subtask 4.1: Summarize Existing Data and Create a Watershed Inventory – COK with assistance from TIAER will develop a summary of available data on physical and natural features, land use and population characteristics, water body and watershed conditions and pollutant sources, and water body monitoring data into a comprehensive inventory for the watershed. The data summary will be updated during the course of the watershed planning effort so that a complete summary is available to stakeholders. The data inventory will include, though is not limited to, information relevant to the watershed regarding the following topics from existing sources:

- Physical and Natural Features;
- Watershed Boundaries;
- Hydrology (Stream Networks and Reservoirs);
- Topography;
- Soils;
- Climate;
- Eco-region;
- Wildlife;
- Land Use and Population Characteristics;
- Land Use and Land Cover;
- Existing Land Management Practices;
- Water Body and Watershed Conditions;
 - o 305(b) Report
 - o 303(d) List
 - o Existing TMDL Reports
 - o Source Water Assessments (if applicable)
- Point Sources;
- NPS Sources;
- Water Body Monitoring Data;
 - o Water Quality and Flow
- Septic Tank Locations (where available);
- Municipalities;
- Surface Water Quality Monitoring (SWQM) Stations;
- U.S. Geological Survey (USGS) Gages;
- Floodwater Retarding Structures;
- Wetlands;
- Roads;
- Public Parks;
- Texas Pollutant Discharge Elimination System (TPDES) Permittees (Including Concentrated Animal Feeding Operations (CAFOs), Waste Water Treatment Facilities (WWTF) and Municipal Separate Storm Sewer Systems (MS4s)); and
- Sites Permitted for Land Application of Sewage Sludge and Septic.

Subtask 4.2: Geographic Representation – COK will develop a compilation of data from Task 4.1 to characterize the watershed to the sub watershed level using GIS software and existing data to:

- Create maps for hydrology, soils and land use data;

- Create data tables providing statistics and other relevant information including hydrologic, soils and land use data;
- Create maps that display general locations of point sources and potential NPS of pollution by groups; and
- Create tables of data detailing point sources and potential NPS of pollution. The tables will provide statistics on sources of pollution and water quality parameters affected.

Subtask 4.3: Watershed Characterization - Element A - Phase 1: Data Inventory Report – COK will provide review and comment on a Data Inventory Report. The report will include data inventory, land use surveys, maps, and modeling recommendations for stakeholders. The document will identify spatial, temporal, and other data gaps that need to be filled for modeling to be conducted and the completion of the Watershed Characterization.

Task 4 Deliverables:

- Comments on Draft and aid with response to comments from TCEQ for Final Watershed Characterization - Element A - Phase 1: Data Inventory Reports; and
- GIS data for the watershed in shape file or ArcGIS grid format.

TASK 5: ELEMENT A: WATERSHED CHARACTERIZATION - PHASE 2: DATA COLLECTION AND ANALYSIS

Objective: TIAER will provide baseline information to aid in determining the spatial distribution of existing nonpoint and point source contributions of bacteria and nutrients to better assess the bacterial impairments and nutrient concerns currently noted in the 2010 Texas Water Quality Inventory, and to provide monitoring data to allow a spatial characterization of potential sources of bacteria and nutrients in conjunction with the comprehensive GIS inventory conducted under Task 4 and modeling activities under Task 6. By meeting these DQOs, stakeholders within the watershed will be in a position to determine the next phase for addressing these impairments or concerns through a WPP or a TMDL.

Subtask 5.3: Source Survey Development – COK will participate in and assist TIAER in facilitating a meeting of local stakeholders and technical experts to design and apply a source survey to better characterize possible sources of bacteria and nutrient loadings in the watershed. The source survey should consider sources such as WWTFs, central sewage collection systems, on-site sewage facilities (OSSFs), and MS4s. TPDES compliance issues should be examined. Wildlife, livestock and non-domestic animal populations should be considered. Technical experts to be surveyed should include at least one representative, as appropriate to their jurisdiction and interest, from Texas Parks and Wildlife Department, Texas Department of Agriculture, TCEQ, Texas AgriLife Extension Service, Texas Forest Service, U.S. Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS), Texas Wildlife Services, USGS, U.S. Fish and Wildlife Service, USDA Natural Resources Conservation Service, USDA Agricultural Research Service, U.S. Army Corps of Engineers, affected municipalities, counties, Groundwater Conservation Districts (GCDs) and Soil and Water Conservation Districts (SWCDs).

Subtask 5.4: Data Collection – COK will assist TIAER in developing a monitoring program as outlined in the QAPP, to achieve DQOs. The specific location of routine and storm monitoring stations will be developed with input from TCEQ, selected stakeholders, and the project partners as the monitoring plan for the QAPP is developed.

Subtask 5.5: Watershed Characterization - Phase 2: Data Collection and Analysis Report – COK will assist TIAER in preparing and provide review and comment on a report that describes the results of sampling activities, and recommendation for future monitoring efforts to TCEQ and stakeholders.

Task 5 Deliverables:

- Comments on Draft and Final Sampling Plans, including DQOs and data review;
- Comments on the Technical Report describing results from the source survey; and
- Comments on the Draft and aid with response to comments from TCEQ for Final Watershed Characterization - Phase 2: Data Collection and Analysis Reports.

TASK 6: ELEMENT A: WATERSHED CHARACTERIZATION - PHASE 3: IDENTIFICATION OF CAUSES, SOURCES OF POLLUTION, ESTIMATION OF POLLUTANT LOADS AND PARTS OF ELEMENT B: ESTIMATE LOAD REDUCTIONS

Objective: TIAER will identify the causes and sources of pollution, or groups of similar sources. Sources that need to be controlled should be identified at the significant subcategory level with estimates of the extent to which they are present in the watershed.

Subtask 6.2: Geographic Representation – COK will provide maps of the watershed and sub watersheds that identify the major causes and source of the water quality problems utilizing data provided by TIAER, as needed, from subtasks 5.3, 5.4, 6.1 and 6.4.

Subtask 6.3: Load Duration Curves (LDC) Analysis – COK will review TIAER’s LDC analysis for bacteria for at least four sites within the project area. LDCs shall be consistent with 1) EPA’s An Approach for Using Load Duration Curves in the Development of TMDLs, 2) EPA’s Options for Expressing Daily Loads in TMDLs, and 3) EPA’s Development of Duration-Curve Based Methods for Quantifying Variability and Change in Watershed Hydrology and Water Quality. LDC development will be completed using a drainage area ratio approach. Data collected under Task 5.4, where appropriate, will be integrated into the LDCs. LDCs will be used to help estimate load reductions under varying flow regimes.

Subtask 6.4: Spatially Explicit Load Enrichment Calculation Tool (SELECT) Modeling – COK will assist in development of and review TIAER’s watershed modeling for the study area. Utilizing information from the watershed inventory (subtask 4.1), the GIS inventory (subtask 4.2) and the source survey (subtask 5.4), TIAER will develop a spatially explicit model, such as SELECT, for the study area. Modeling will be conducted on Nolan Creek/South Nolan Creek watershed to estimate loadings from various sources, and to identify critical loading areas within the watershed.

Subtask 6.5: Watershed Characterization – Phase 3 Identification of Causes and Sources of Pollutant Loads Report including parts of Element B addressing load reductions: COK will assist TIAER in development and review of a report using data developed in this phase to identify causes and sources of pollutions that need to be controlled.

Task 6 Deliverables:

- Watershed Maps, as needed, that identify potential causes and sources of water quality problems; and
- Provide review of LDCs and SELECT modeling.
- Provide development support, review and comment on Phase 3 Identification of Causes and Sources of Pollutant Loads Report

TASK 7: INFORMATION AND EDUCATION COMPONENT - ELEMENT E, PART B

Objective: TIAER will satisfy a portion of Element E of the EPA 2004 Guidelines by conducting portions of Steps 1 and 4 in the Watershed Planning and Implementation Process as outlined in the EPA Handbook.

Subtask 7.1: Define Education and Outreach Goals and Objectives – TIAER, with input from project partners, will identify education and outreach goals for the "Assessment of Water Quality and Watershed Based Planning for the Nolan Creek/South Nolan Creek" project. The outreach goals will be specific, measurable, action-oriented, and time-focused by:

- developing general strategies to reach targeted audiences that include specific outreach activities, workshops, trainings and social marketing techniques; and
- developing an evaluation component that measures success qualitatively and quantitatively to ensure the needed impact is generated through the education and outreach program, and that the education and outreach goals of the project are met.

In accordance with the City's MS4 permit, the COK will assist in this subtask at no cost to TIAER.

Subtask 7.2: Identify and Analyze the Target Audience – COK will identify the audience which needs to be reached in order to meet the goals and objectives identified in Task 7.1.

In accordance with the City's MS4 permit, the COK will assist in this subtask at no cost to TIAER.

Subtask 7.3: Design the Education and Outreach Implementation Measures – An effective plan will be created by COK, with cooperation from TIAER, to reach the target audiences with specific information and social marketing solutions that will inform the public, garner support, and change behaviors throughout the watershed. Project information will be submitted to the TCEQ Project Manager for approval before dissemination.

Activities may include:

- Partnerships with schools to conduct outreach water quality education;
- Campaigns to distribute water protection brochures and market the outreach plan;
- Urban growth workshops;
- Septic system workshops ;
- Campaigns regarding illegal dumping and litter; and
- Agricultural waste collection days.

In accordance with the City's MS4 permit, the COK will assist in this subtask at no cost to TIAER.

Subtask 7.4: Evaluate the Education and Outreach Program – An evaluation component will be developed by COK, with cooperation from TIAER, in the plan that measures success qualitatively and quantitatively to ensure the needed impact is generated through the education and outreach program and that the education and outreach goals of the project are met. In accordance with the City's MS4 permit, the COK will assist in this subtask at no cost to TIAER.

Subtask 7.5: Information and Education Plan Report – Element E, Part B Report – COK will develop a report summarizing information developed under Task 7. The report will satisfy portions of Element E pertaining to the information/education component used to enhance public understanding of the project and encourage their continued participation throughout the project. The report will be approved by the TCEQ Project Manager and be presented to stakeholders for feedback.

Task 7 Deliverables:

- Comments on Draft and Final Information and Education Component – Element E Reports.

TASK 8: PROJECT REPORT

Objective: TIAER will produce a Project Report that summarizes all activities completed, and conclusions reached, during the project. The Project Report must summarize all the Task Reports in either the text or as appendixes.

Subtask 8.1: Draft Project Report – COK will review and provide comment on TIAER’s Draft Project Report summarizing all project activities, findings, and the contents of all previous deliverables, referencing and/or attaching them as web links or appendixes. This comprehensive, technical report will provide analysis of all Grant Activities and Deliverables under this Scope of Work. The Draft Project Report should be structured per the following outline:

- Title;
- Table of Contents;
- Executive Summary;
- Introduction;
- Project Significance and Background;
- Methods;
- Results and Observations;
- Discussion;
- Summary;
- References;
- Appendixes;

Subtask 8.2: Final Project Report – COK will review and provide comment on TIAER’s Draft Project Report to address comments provided by the TCEQ Project Manager and EPA, and will submit the Final Project Report to the TCEQ Project Manager, who will subsequently submit it to EPA. The Final Project Report must describe project activities, and identify and discuss the extent to which project goals and purposes have been achieved, and the amount of funds actually spent on the project. The Final Project Report should emphasize successes, failures, lessons learned, and should include specific water quality data demonstrating water quality improvements. The Final Project Report should address how TIAER will utilize the information in future endeavors.

Task 8 Deliverables:

- Review and provide comments on the Draft Final Project Report.

SCHEDULE OF COK DELIVERABLES - BASED ON DATE OF CONTRACT
(Nov. 2012 represents Month 1 and Dec. 2015 represents Month 38)

| Task No. | Deliverable | Due Date |
|----------|---|--|
| 1.1 | Project oversight status | With QPR's |
| 1.2 | QPRs | The 7th of the month following each state fiscal quarter |
| 1.3 | Post Award Meeting | Within 30 days of contract execution |
| 1.4 | Project Annual Report Article | Upon TIAER's Request |
| 2.1 | QAPP Planning Meeting | Within 30 days of contract execution |
| 2.2 | Comments on Draft QAPP | Within 15 days of receipt from TIAER |
| 2.3 | Assist with and comment on Draft QAPP for Modeling | Within 15 days of receipt from TIAER |
| 2.4 | Comment on QAPP - Annual Updates | No less than 70 days prior to the end of the effective period |
| 2.5 | Comment on QAPP Amendments | Within 15 days of receipt from TIAER |
| 3.1 | Draft PPP | Within 2 months of contract execution |
| 3.1 | Final PPP | Within 5 months of contract execution |
| 3.4 | Stakeholder Group and Public meetings | Within 5 months of contract execution until project completion |
| 3.5 | Project webpage and updates | Within 2 months of contract execution, updated as necessary |
| 3.6 | Draft and Final Building Partnerships – Element E, Part A Report | Within 32 months of contract execution, updated twice annually |
| 4.2 | GIS data for the watershed in shape file or ArcGIS grid format | Within 27 months of contract execution |
| 4.3 | Comment on Draft Watershed Characterization - | Within 27 months of contract execution |
| 4.3 | Comment on Final Watershed Characterization - | Within 32 months of contract execution |
| 5.3 | Comment on Technical Report describing results from the source survey | Within 26 months of contract execution |
| 5.5 | Comment on Draft Watershed Characterization - | Within 35 months of contract execution |
| 5.5 | Comment on Final Watershed Characterization - | Within 37 months of contract execution |
| 6.2 | Watershed Maps that identify potential causes | Within 34 months of contract execution |
| 6.3 | Review of LDC | Within 35 months of contract execution |
| 6.4 | Review of SELECT Model | Within 35 months of contract execution |
| 6.5 | Review of Watershed Characterization | Within 36 months of contract execution |
| 7.5 | Comment on Draft Information and Education | Within 36 months of contract execution |
| 7.5 | Comment on Final Information and Education | Within 37 months of contract execution |
| 8.1 | Draft Project Report | Within 38 months of contract execution |

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. *Contract Period*

1.1 **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of the last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

1.2 **Extension Period.** This Contract may be extended by written notice from TIAER for ninety (90) days beyond expiration of a Contract Period during which the Parties may agree on a written Amendment to extend the Contract for a longer period. Extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

1.2.1 This Contract is not subject to competitive procurement requirements and may be amended as needed.

1.3 The reporting requirements will survive the expiration or termination of this Contract.

2. *Authorization*

A Notice to Proceed is not required to begin the Grant Activities. COK is authorized to begin work upon the effective date of the Contract. Any performance of Grant Activities prior to the effective date of the Contract is not reimbursable.

3. *Funds*

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

3.1.1 COK 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 TIAER will not exceed the amount of the Contract Amount as shown on the Contract Signature Page unless the amount is amended by a written agreement of the Parties.

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

4. *Allowable Costs*

4.1 **Conforming Activities.** Subject to any requirements for cost sharing/matching funds which may be specified in the Special Terms and Conditions, TIAER will reimburse COK for Grant Activity Allowable Costs. Grant Activity Allowable Costs are reasonable and necessary costs that are actually incurred and paid by COK in performance of conforming Grant Activities. Allowable Costs must be authorized by this Contract to be eligible for reimbursement.

4.2 Allowable Costs are restricted to costs that comply with the requirements of this Contract, the requirements contained in UGMS, and applicable state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link is <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc>.) The Parties agree that all the requirements of UGMS apply to this Contract, including the criteria for Allowable Costs.

4.2.1 For Contracts funded in whole or in part with federal funds, the following requirements apply: Office of Management and Budget(OMB) Circular A-133, 2 CFR Parts 215, 220, 225, 230, and 1532 and 1536; and 40 CFR Parts 30, 31, and 33 through 35 (including appendices, supplements, changes and updates in existence when the cost was incurred).

5. *Reimbursement*

5.1 **Reimbursement Requests.** COK will invoice TIAER to request reimbursement for its Allowable Costs for performing the Grant Activities. COK's invoice will conform to TCEQ's reimbursement requirements.

5.2 **Reimbursement Request Deadlines.** COK will submit the reimbursement request documents within 30 days after the close of each State of Texas fiscal quarter (September-November, December-February, March-May, and June-August).

5.3 **Travel Costs.** 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. Any travel outside the scope of the Grant Activities must be specifically authorized by TIAER in advance of the travel.

5.4 **Supporting Records.** COK will submit records and documentation to TIAER as appropriate for the review and approval of reimbursing costs. At a minimum, COK will submit supporting records with its invoices. TIAER may reject invoices without appropriate supporting documentation. TIAER has the right to request additional documentation. COK will maintain records subject to the terms of this Contract.

5.5 **Conditional Payments.** Reimbursements are conditioned on the Grant Activities being performed in compliance with the Contract and authorized by the Budget. COK will return payment to TIAER for either overpayment or activities undertaken that are not compliant with the Grant Activities. This does not limit or waive any other TIAER remedy.

5.6 **Availability of Funds.** Availability of federal funds for payment is subject to federal grant requirements which may vary from grant to grant. Under Texas Government Code Chapter 403, all reimbursement requests must be submitted to TIAER, approved by TIAER, and presented to the Comptroller prior to the end of the two fiscal years subsequent to the appropriation. TIAER is under no obligation to offer deadline extensions which extend to the maximum availability of its funds or to pay reimbursement requests submitted past the Contract deadlines.

6. *Financial Records, Access And Audits*

6.1 **Audit of Funds.** COK understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. COK further agrees to fully cooperate with the State Auditor's Office or its successor in the conduction of the audit or investigation, including providing all records requested.

6.1.1 COK will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through COK and the requirement to cooperate is included in any subcontract it awards.

6.2 **Financial Records.** COK will establish and maintain financial records, including records of costs of the Grant Activities, in accordance with generally accepted accounting practices. Upon request, COK will submit records in support of reimbursement requests. COK will allow access to its financial records by TIAER and other state agencies for the purpose of inspection and audit during business hours. Records will be maintained for a minimum of three years beyond the expiration or earlier termination of this Contract, and three years after the end of any litigation or claims process, including appeals.

7. *Amendments*

Changes to the Contract are only effective when made by a formal written Contract Amendment, signed and agreed to with the authorized signatures of the Parties, except for minor changes as described in Article 8, Contract Interpretation.

8. *Contract Interpretation*

8.1 **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.

8.2 **State, Federal Law.** This Contract is governed by, and interpreted under, the laws of the State of Texas, as well as, applicable federal law.

8.3 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it will be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract will continue in full force and effect. If possible, the severed provision will 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.

8.4 **Definitions.** The word “include” and all forms such as “including” mean “including, but not limited to” in the Contract Documents and other documents issued in accordance with the Contract, such as Work Orders and Proposals for Grant Activities.

8.5 **Contract Manager Authority.**

8.5.1 The TIAER Contract Manager has the authority, without a formal Amendment, to make written Contract Interpretations and agree in writing to minor, non-material changes to requirements in the following specific Contract documents: the Grant Activities, and the Budget for Actual Cost Reimbursement (Budget) including:

- Changes to the schedule in the Grant Activities including an extension of a Deliverable due date;
- 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 which do not exceed 10% of the total Budget.

8.5.2 To be effective, the Contract changes agreed to by the TIAER Contract Manager must be in writing and must also be agreed to by an authorized Representative of COK. A copy of the agreed change must be retained in the appropriate file of both TIAER and COK.

8.5.3 The TIAER Contract Manager is prohibited from agreeing on behalf of TIAER to changes to the substantive obligations of TIAER or COK, including the following:

- Changes in the total amount of funds in the Budget or the Contract;
- Contract Amendments;
- Changes to the Grant Activities that affect TIAER obligations in this Contract and in other Agreements with the funding source such as EPA, and obligations to another

state or federal agency or the Texas Legislature; and

- Changes that affect the material obligations of COK in this Contract.

8.5.4 It is the responsibility of COK to request extensions to the Deliverable Schedule and to request other changes that are within the authority of the TIAER Contract Manager.

9. *COK'S Responsibilities*

9.1 **COK's Responsibility for the Grant Activities.** COK undertakes performance of the Grant Activities as its own project and does not act in any capacity on behalf of TIAER, nor as a TIAER agent, employee or vendor of goods or services. COK agrees that the Grant Activities are furnished and performed at COK's sole risk as to the means, methods, design, processes, procedures and performance of the Grant Activities.

9.2 **Independent Contractor.** Nothing in this Contract will create an employee-employer relationship between COK and TIAER. Nothing in this Contract will create a joint venture between TIAER and COK. The Parties agree that COK is an independent contractor.

9.3 **COK's Responsibility for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Grant Activities under a direct or indirect Contract with COK will be considered to be the acts and omissions of COK.

9.4 **No Third Party Beneficiary.** TIAER does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract will create a contractual relationship between TIAER and any of COK's subcontractors, suppliers or other persons or organizations with a contractual relationship with COK.

10. *COK Performance Evaluation*

Performance evaluations are a part of the TIAER's review of COK and may be a factor in the selection of future Contracts. TIAER may provide this information to state agencies and, upon request, to others. COK consents to the disclosure of any information or opinion contained in the evaluations.

11. *Conflict of Interest*

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

12. *Intellectual Property*

12.1 **Third Party Intellectual Property.** Unless specifically waived, COK must obtain all Intellectual Property licenses expressly required in the Grant Activities, or incident to the use or possession of the Intellectual Property. COK will obtain and furnish 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 TIAER non-commercial purposes, and other purposes of the State of Texas to TIAER.

12.2 **Grant of License.** Grant of License. COK grants a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TIAER purpose any Intellectual Property created under this Contract, and associated user documentation to TIAER."

13. *Time Delays*

- 13.1 **Time is of the Essence.** COK's timely performance is a material term of this Contract.
- 13.2 **Delays.** Where COK's performance is delayed without an agreed change in the due date, except by Force Majeure or act of TIAER, TIAER may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

14. *Termination*

- 14.1 **Termination for Cause.** TIAER may, upon 10 days written notice and the opportunity to cure, terminate this Contract for cause if COK materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming Grant Activities, existence of a conflict of interest, or failure to provide evidence of required insurance coverage. Termination for cause does not prejudice TIAER's other remedies authorized by this Contract or by law.
- 14.2 **Termination for Convenience.** TIAER may, upon 10 days written notice, terminate this Contract for convenience. Termination will not prejudice any other right or remedy of TIAER or COK. COK may request reimbursement for conforming Grant Activities and timely, reasonable costs directly attributable to termination. COK will 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.
- 14.3 If, after termination for cause by TIAER, it is determined that COK had not materially failed to comply with the Contract, the termination will be deemed to have been for the convenience of TIAER.

15. *Insurance and Indemnification*

- 15.1 **Insurance.** Unless prohibited by law, COK will require its contractors and suppliers to obtain and maintain adequate insurance coverage sufficient to protect COK and TIAER from all claims and liability for injury to persons and for damage to property arising from the Contract during the Contract Period. Unless specifically waived by TIAER, sufficient coverage includes Workers Compensation, Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 15.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, COK WILL REQUIRE ALL CONTRACTORS PERFORMING GRANT ACTIVITIES ON BEHALF OF COK TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TCEQ AND TIAER AND COK AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF GRANT ACTIVITIES BY THE CONTRACTOR 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 TIAER WILL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

16. *Disputes, Claims and Remedies*

- 16.1 **Payment Not a Release.** Neither payment by TIAER, nor any other act or omission other than an explicit written release, constitutes a release of COK from liability under this Contract.

16.2 **Schedule of Remedies Available to TIAER.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of COK's nonconformance, TIAER may do any combination of the following:

- 16.2.1 Issue a notice of nonconforming performance;
- 16.2.2 Reject nonconforming performance and request corrections without charge to TIAER;
- 16.2.3 Reject a reimbursement request or suspend further payments, or both, pending an accepted revision of the nonconformity;
- 16.2.4 Suspend all or part of the Grant Activities or payments, or both, pending an accepted revision of the nonconformity;
- 16.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming; or
- 16.2.6 Terminate the Contract without further obligation for pending or further payment by TIAER and receive restitution of previous payments.

16.3 **Opportunity to Cure.** COK will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

16.4 **Cumulative Remedies.** Rights and remedies in this Contract 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.

17. *Sovereign Immunity*

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

18. *Miscellaneous*

18.1 **Assignment.** No delegation of the obligations, rights, or interests in this Contract, and no assignment of payments by COK, will be binding on TIAER without its written consent, except as restricted by law. No Assignment will release or discharge COK from any duty or responsibility under this Contract.

18.2 **Venue.** COK agrees that this Contract is being performed in Erath County, Texas, as this Contract has been performed, administered, or both, in Erath County, Texas. COK agrees that any cause of action involving this Contract arises solely in Erath County, Texas.

18.3 **Publication.** COK agrees to notify TIAER five days prior to the publication or advertisement of information related to this Contract. COK agrees not to use the TIAER logo or a TIAER graphic as an advertisement or endorsement without written permission signed by the appropriate TIAER authority.

18.4 **Waiver.** With the exception of an express, written document signed with authority by TIAER, no act or omission will constitute a waiver or release of COK's obligation to perform conforming Grant Activities. No waiver on one occasion, whether expressed or implied, will be construed as a waiver on any other occasion.

18.5 **Legal Requirements.** TIAER relies on COK to perform all Grant Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

18.6 **Survival of Obligations.** Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by, or given in accordance with this Contract, as well as, all continuing obligations indicated in this Contract, survive for four years beyond the termination or completion of this Contract, or after the end of a proceeding which was brought under this Contract, or if TIAER has notified COK 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 TIAER notice to COK.

- 18.7 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 18.8 **Release of Claims.** As a condition to final payment, settlement, or both, COK will execute and deliver a Release of Claims form for payment under this Contract to TIAER.
- 18.9 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

19. Project Representatives and Records Location

- 19.1 **TIAER Project Representative (Project Manager).** The individual named below is the TIAER Project Representative who is authorized to give and receive communications and directions on behalf of TIAER, 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 Contract.

Anne McFarland Telephone No.: (254) 968-9581
Senior Research Scientist Facsimile No.: (254) 968-9336
(Title)
Texas Institute for Applied Environmental Research Email mcfarla@tiaer.tarleton.edu
T-0410
Stephenville, Texas 76402

- 19.2 **TIAER Contract Manager.** The individual named below is the TIAER Contract Manager who is authorized to give and receive communications regarding the terms of the Contract, invoices, and reimbursements.

Jane Zuber Telephone No.: (979) 845-8615
Director, Contracts & Grants Facsimile No.: (979) 862-3250
(Title)
Sponsored Research Services (SRS)
Email: jzuber@tamu.edu
3578 TAMUS
College Station, TX 77845-4375

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

Kristina Ramirez Telephone No.: (254) 968-1902
Director of Environmental Services Facsimile No.: (254) 968-9336
(Title)
City of Killeen, PW-Environmental P.O. Box 1329 Email: KRamirez@killeentexas.gov
(Mailing Address)
Killeen Texas 76540
(City) (State) (Zip Code)

- 19.4 **Submittal of Payment Requests.** Payment requests must be submitted to the TIAER Contract Manager. (See 19.2 above.)

19.5 Designated Location for Records Access and Review. COK designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract.

City of Killeen, PW
 200 E. Avenue D, 2nd Floor
 (Physical Address)
 Killeen Texas 76541
 (City) (State) (Zip Code)

20. Contract Budget

20.1 **Budget.** Authorized budgeted actual expenditures for Grant Activities are as follows:

| Budget Item | Total Costs |
|-----------------------------------|--------------------|
| Personnel /Salary | \$ 7,276 |
| Fringe Benefits (25.2%) | \$ 0 |
| Travel | \$ 0 |
| Supplies | \$ 0 |
| Equipment | \$ 0 |
| Contractual | \$ 36,776 |
| Construction | \$ 0 |
| Other ** | \$ 0 |
| Total Direct Cost | \$44,052 |
| Indirect Costs (0% of salaries) | \$ 0 |
| Other In-kind Contributions | \$ 0 |
| TOTAL CONTRACT COST | \$44,052 |
| Killeen Cost Share (40%) | \$17,621 |
| Reimbursement Amount (60%) | \$26,431 |

*Cost Share is rounded to the nearest dollar

20.2 **Other.** If Budget Category “Other” is greater than \$25,000 and more than 10% of budget total, COK will identify the main constituents.

- 20.3 **Budget Control and Transfers.** Cumulative transfers among the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Contract Budget.
- 20.4 **Fringe Benefit Rate.** The maximum fringe benefit rate of COK for this Contract is 25.2% under this Contract.
- 20.4.1 The fringe benefit rate stated above must be less than, or equal to, a fringe benefit rate authorized under UGMS.
- 20.4.2 If the maximum fringe benefit rate is lower than COK's actual fringe benefit costs, COK is contributing its unreimbursed costs to the successful performance of this Contract, or if this Contract requires a match, COK may claim the difference in the resulting amount as a matching contribution. COK waives any right it may have to reimbursement of those costs beyond what is represented in the Budget.
- 20.4.3 Because TIAER may have fully obligated or expended its appropriation, TIAER is under no obligation to make adjustments to the actual amounts paid by TIAER because of a change in the fringe benefit rate during the life of the Contract. The maximum fringe benefit rate shown in the Budget of this Contract is intended to be final and is not subject to change during the Contract term, including renewals and extensions, except with written approval from the TIAER Contract Manager. The Parties agree they waive, and will not seek, additional fringe benefit costs after the Contract has expired.
- 20.5 **Indirect Cost Rate.**
- 20.5.1 The indirect rate of COK for this Contract is 0% of the personnel/ salaries.
- 20.5.2 If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract.
- 20.5.3 The indirect cost rate must be less than, or equal to, a rate authorized under UGMS as follows:
- a rate that has been determined by a federal cognizant agency or by a state coordinating agency;
 - a rate negotiated and agreed on by the Parties; or
 - a default amount equal to 10 percent of personnel/salaries.
- 20.5.4 Upon request of TIAER, COK will provide documentation of a federal or state agency cost rate determination.
- 20.5.5 If the indirect rate is lower than COK's actual indirect costs, COK is contributing its unreimbursed indirect costs to the successful performance of this Contract, or if this Contract requires a match, COK may claim the difference in the resulting amount as a matching contribution. COK waives any right it may have to reimbursement of those costs beyond what is represented in the Budget.
- 20.5.6 Because TIAER may have fully obligated or expended its appropriation, TIAER is under no obligation to make adjustments to the actual amounts paid by TIAER because of a difference between the negotiated predetermined final rate and the federal or state agency determined rate. The indirect cost rate shown in the Budget of this Contract is intended to be final and is not subject to change during the Contract term, including renewals and extensions, except with written approval from the TIAER Contract Manager. The Parties agree they waive, and will not seek, additional indirect costs after the Contract has expired.

Attachment A

FINANCIAL STATUS REPORT

| | | | | |
|--|--|--------------------------|-------------------------|------------|
| 1. STATE AGENCY TO WHICH REPORT IS SUBMITTED: Texas Commission on Environmental Quality | | | | |
| 2. GRANT/AGREEMENT TITLE: Assessment of Water Quality and Watershed Based Planning for Nolan Creek/South Nolan Creek | | | | |
| 3. PAYEE IDENTIFICATION NUMBER: | 4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE): | | | |
| 5. TCEQ AGREEMENT NUMBER: 582-13-30061 | | | | |
| 6. FINAL REPORT: <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |
| 7. ACCOUNTING BASIS: <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL | | | | |
| 8. TOTAL PROJECT/GRANT PERIOD: FROM 9/1/2012 TO 8/31/2015 | 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 (not to exceed 25.2% of Personnel/Salary) | | | | |
| c. Travel | | | | |
| d. Supplies | | | | |
| e. Equipment | | | | |
| f. Contractual | | | | |
| g. Construction | | | | |
| h. Other | | | | |
| i. Total Direct Costs (Sum a – h) | | | | |
| j. Indirect Costs (0% of Personnel/Salary) | | | | |
| k. Other - In-kind or third party contributions *** | | | | |
| l. Total Project Costs (Sum of k & l) | | | | |
| m. Recipient Cost Share (40%) | | | | |
| n. Total Reimbursable Costs (60%) | | | | |
| <p>* List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with the Cost and Payment terms of the Agreement.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p> <p>*** The value of third party in-kind contributions (e.g. volunteer hours) must be pre-approved and cannot exceed the recipient's cost share.</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. | | | | |
| Signature of Authorized Certifying Official | | | | |
| Typed or Printed Name and Title _____ | | | | |
| Telephone (Area code, number and ext.) _____ | | | Date Submitted _____ | |

Attachment A (continued)

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

PERSONNEL / SALARY EXPENDITURES (during this report period)

| EMPLOYEE(S) | TITLE/POSITION | SALARY (THIS PERIOD) | TASKS |
|--|----------------|----------------------|-------|
| A. PERSONNEL/SALARY | | | |
| All Employees listed on current PEL? __ Yes __ No | | | |
| B. FRINGE Rate = Not to Exceed 25.2% | | | |
| Total for the reporting period = | | | |
| (Do not include fringe in total at right) | | | |
| TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248) | | | \$ |

TRAVEL EXPENDITURES (during this report period)

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

* 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 (continued)
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 (continued)

ITEMIZATION OF EQUIPMENT & CONTRACTUAL EXPENDITURES

EQUIPMENT PURCHASES (during this report period)

| NUMBER PURCHASED | ITEM DESCRIPTION (Should match description provided for approval) | UNIT COST | TOTAL COST | TASKS |
|---|--|--------------|---------------|-------|
| | | | | |
| TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248) | | | \$ | |

CONTRACTUAL EXPENDITURES (during this report period)

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

Attachment A (continued)

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) | | \$ | |

* LEGIBLE RECEIPTS MUST BE ATTACHED FOR ALL LISTED EXPENDITURES

OTHER IN-KIND or THIRD PARTY CONTRIBUTIONS (during this report period)

| DESCRIPTION | PURPOSE | COST (THIS PERIOD) | TASKS |
|--|---------|--------------------|-------|
| | | | |
| TOTAL IN-KIND CONTRIBUTIONS (must agree with line 10l on Form 20248) | | \$ | |

* DOCUMENTATION MUST BE ATTACHED FOR IN-KING CONTRIBUTIONS – In Kind Contributions in excess of Required Cost Share CANNOT be reimbursed.

COST SHARE (Matching costs during this report period)

| DESCRIPTION | CALCULATION OF MATCH REQUIRED | MATCH (THIS PERIOD) | TASKS |
|--|-------------------------------|---------------------|-------|
| Total Costs minus 40% | \$ ____ x 40% | | All |
| TOTAL COSTS SHARED by Recipient (must agree with line 10n on Form 20248) | | \$ | |

Attachment B GRANTEE PERFORMANCE EVALUATION REPORT

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

Report No. _____ of _____
 Grantee: _____
 Project Name (if applicable) _____
 Date of Last Report: _____

Evaluation Period: From _____ to _____
 Contract No./ Purchase Order No.: _____
 Phase (if applicable) _____
 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 | Unsatisfactory Performance Score=0 | |
| | | | | | Please provide a narrative description for ratings of <u>one</u> or below (attachments are acceptable) |
| Quality & Accuracy | | | | | |
| Timeliness | | | | | |
| Reports | | | | | |
| HUB (for Quarterly Reporting, complete this portion only and return) | | | | | |
| Communication | | | | | |
| Cost Control | | | | | |
| Technology | | | | | |
| Other (describe)¹ | | | | | |

Evaluator's Name _____
 (Printed or Typed)

Signature _____

Division _____

Section: _____

NOTE: Please see reverse side for specific definitions for each performance category and an explanation for each score.

¹ Requires an attachment describing category and rating description which corresponds.

Attachment B (continued)

GRANTEE'S PERFORMANCE EVALUATION REPORT – Category Description

| PERFORMANCE CATEGORY | EXCEEDS EXPECTATIONS (Score=3) | SATISFACTORY PERFORMANCE (Score=2) | MARGINAL PERFORMANCE (Score=1) | UNSATISFACTORY PERFORMANCE (Score=0) |
|---|--|--|--|--|
| 1. Quality and Accuracy Quality, sufficiency, and accuracy of contract-required work, including work or tasks performed by subcontractors. | Work product always, with rare exceptions, of excellent quality. Revisions rarely or never required. | Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request. | Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable. | Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected. |
| 2. Timeliness Timeliness with respect to completing contract-required work and/or work-related tasks, including work performed by subcontractors. | All tasks and contract deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line. | Some intermediate task delays, not expected to cause major deadlines to be missed or to require contract extension. Prior approval granted for any other delays. | Some major work performance delays caused (or expected to cause) delivery schedules to be missed. | Required work product not completed on time, due to factors that should have been under contractor's control. |
| 3. Reports Accuracy, adequacy, and timeliness of contract-required activity/progress reports, notifications, financial reports, invoices, pay requests and other required documents, excluding HUB reports | All reports accurate and complete, as well as on time. No rewrites or additional information required. | Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised. | Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports not later than 5 working days. | Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late. |
| FOR HUB PROGRAM USE ONLY: 4. HUB and/or DBE/MBE/WBE² Contractor's achievement of (or continued responsiveness toward) contract-contained HUB Subcontracting Plan (HSP) and/or Good Faith Effort (GFE) requirements, including timely and accurate submittal of contract-required HUB related reports. | 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. | 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. | Contractor marginally meets the HSP and/or GFE requirements. Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports frequently late. | 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. |

² When the term HUB is used, include evaluation of Contractor's performance of DBE/MBE/WBE.

Attachment B (continued)

| | | | | |
|--|---|--|--|---|
| <p>5. Communication Contractor's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the Contract Manager; plus contractor's demonstrated relationship with subcontractors.</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 contract 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>6. Cost Control³ Contractor's ability to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p> | <p>Contractor took strong initiative to observe current cost levels; compare them with Contract 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 Contract 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 Contract 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 Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p> |
| <p>7. Technology 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 contract, 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 contract 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>8. Other. DESCRIBE</p> | <p>DESCRIBE</p> | <p>DESCRIBE</p> | <p>DESCRIBE</p> | <p>DESCRIBE</p> |

³ Do not include consideration of Contract or Work Order budget amount changes requested or caused by TCEQ

Attachment C

City of Killeen

Release of Claims

City of Killeen hereby releases the Texas Institute for Applied Environmental Research (TIAER), its officers, agents, and employees from any and all future claims arising under or by virtue of Contract Number 582-13-30061-COK.

This Release of Claims further certifies that all subcontractors, suppliers, employees and any party which has performed or provided service for this Contract has been paid in full and satisfied.

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

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

Executed this _____ day of _____, 20____.

By: _____
(signature)

(name, typed or printed)

(title)

Attachment D

PERSONNEL ELIGIBILITY LIST

Contractor: City of Killeen

Date: 10/26/15

| Staff Name or Vacant | Position or Title | Date Added to PEL | Date Removed from PEL | % Time to Contract | Annual Salary | Annual Benefits | Total Annual Salary | Average Cost Each Fiscal Year |
|---|--|-------------------|-----------------------|--------------------|---------------|-----------------|---------------------|-------------------------------|
| Kristina Ramirez | Director of Environmental Services | 09/21/12 | | 4 | 103,187 | 16,880 | 120,067 | 4,600 |
| Hilary Shine | Executive Director of Public Information | 09/21/12 | | 1 | 107,093 | 21,497 | 128,591 | |
| Holli Clements | Deputy City Attorney – Public Works | 09/01/15 | | 1 | 107,486 | 20,886 | 128,372 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Wages – Hourly Employees | | | | | | | | |
| Joan Rivera | Principal Administrator | 09/21/12 | | 0.02 | 27,160 | 8,789 | 35,949 | 50 |
| Ramon Alvarez | Environmental Specialist | 09/21/12 | | 0 | 42,904 | 11,154 | 54,059 | 0 |
| Israel Garza | Project Manager | 02/25/13 | | 1.6 | 53,327 | 13,673 | 67,001 | 973 |
| Melissa Russell | Contract Specialist | 01/12/15 | | 2.5 | 46,530 | 7,761 | 54,291 | 1,298 |
| Frank Romero | Storm Water Drainage Technician | 02/06/15 | | 3.6 | 42,567 | 12,377 | 54,945 | 1,722 |
| | | | | | | | | |
| | | | | | | | | |
| Total Average Annual Cost (Personnel - Salaries) | | | | | | | | |

* Annual salary is based on the initial fiscal year of the project assuming a 3% salary increase each fiscal year for the project's duration.

** Cost each Fiscal Year is an average of annual personnel cost for project duration