Texas Commission on Environmental Quality
Nonpoint Source Program

Contract No. 582-11-12866
Post-Award Contract Orientation Meeting
TWRI Texas Watershed Planning Training Project

July 6, 2011 (9:30–10:30 a.m.) Conference Call

Goal: *Ensure clear and mutual understanding of all contract terms and conditions and the respective responsibilities of all parties.*

MINUTES

1. Introductions

a. Program has funded this project before; therefore conducting kick-off conference call

b. Contract staff need through Item 4

2. Project Personnel - Roles and Responsibilities

a. Lauren Bilbe: TCEQ Nonpoint Source Program; will serve as the Project Manager

b. Mary Beth Leihardt: TCEQ Contract Specialist for the Nonpoint Source Program; will process all invoices and amendments

c. Kevin Wagner: TWRI Project Manager overseeing project

d. Courtney Smith: TWRI Program Coordinator; assisting with project and all trainings

e. Sarah Seidel: TWRI Business Coordinator; handles project budget

f. Atin Agrawal: Contracts & Grants; responsible for post-award services

g. Connie Currin: Contract & Grants; billing supervisor

3. Project Description

a. ***Major Task Overview:*** Provide tools, training and coordinator opportunities for watershed planners and coordinators statewide to ensure consistent, high quality watershed plans are developed and implementation and water quality improvements are achieved and sustained.

Task 1: TWRI will provide project oversight and administration; quarterly reports to TCEQ; contract communications with detailed minutes to TCEQ;

Task 2: Maintain Web-based Watershed Planning Resources for Texas Watershed Coordinators

- Continue to maintain and update Texas Watershed Planning website
- Continue to work with Environmental Finance Center at Boise State University to maintain and update Directory of Watershed Resources; online, searchable database for watershed restoration funding

Task 3: Conduct Watershed Planning Short Course

- Organize and deliver 3 Texas Watershed Planning Short Courses; training up to 120 water resources professionals on the development and implementation of watershed protection plans
- Administer questionnaires pre- and post-course to gauge knowledge gained and identify areas needing adjustment
- Administer course evaluation

Task 4: Provide Professional Development Training (8 additional trainings)

- Introduction to Modeling training
- Training on Watershed Modeling using LDC and SELECT
- Stakeholder Facilitation Training
- Water Quality Monitoring Training
- Administer questionnaire and evaluations

Task 5: Organize and Facilitation Texas Watershed Coordinator Roundtables

- Continue to facilitate Roundtables; build on knowledge conveyed at Short Course
- Continuing dialogue between watershed coordinators

Task 6: Final Report

*Task 5 and 6 became a little intermingled – but clear within subtasks

b. ***Associated Costs:***

Sarah: Costs will be to pay people working on the project; honorariums to speakers; travel expenses (Short Courses; Roundtables; Trainings)

- Subcontracts: Tetra Tech; TIAER – Tarleton State University; EFC Boise State University (possible change)

- Workshop Manuals: $10,000 to manual development and printing

4. Contract Terms and Conditions

*a. **Contract Period***

Lauren: 6/30/2011 through 8/31/2013 (can bill starting 6/30/11)
The schedule of deliverables does not fall within contract period (says through month 28 but we only have 26 months in the contract)

Mary: Revise schedule of deliverables via email (noting different dates); not an amendment. Email between Lauren and Kevin.

Lauren: Quarterly billing process: would like monthly billing for the last month of the contract (Quarter 4 of 2013); to ensure funds are spent. Lauren can assist with methods to ensure spending down the funds occurs towards the end.

*b. **Payment Procedures***

i. Financial Status Report

Mary: easier for auditing purposes to only have one FSR

Lauren: what could serve as your tracking for your match (instead of a second FSR) could be the banking spreadsheet

Connie: agrees to one FSR and banking spreadsheet

Sarah: Would like an example (from TCEQ) of specific info to be in the banking spreadsheet (Lauren/Mary will send an example)

Lauren: overall Indirect rate for contract is 25% but what can actually be billed to TCEQ is 15% (difference is unrecovered IDC reporting as cost-share)

ii. Allowable costs

Mary: Everyone familiar with allowable costs; no questions

iii. *Matching funds*

Sarah: $375/participant goes into local account (Texas AgriLife); use these funds to pay salaries (TCEQ provides funds for expenses); use registration fees as match; cannot start match right away because we have not completed a course yet

Mary: We've been instructed by upper management that invoices that come in must have 60/40 match; we won't be able to process them if they are not exactly 60/40.

If the first invoice cannot come in as 60/40, just note that to us and bill us when you can meet the 60/40; You can over-match, you cannot under-match

Sarah: We were told in the past it has to be exact; difficult with salaries and fringe to do exact when we don't know our federal expenses for each month

Lauren: Suggests TWRI starts a spreadsheet tracking your match (C&G currently does) and you only bill what is needed for the 40%; keep a banking spreadsheet (how much match you have in the bank; how much you have billed to TCEQ; how much remains); submit with billing

Strongly recommends just bill 60/40 and not over-match; It's okay if you bill back your match to a previous quarter to count it (as long as it's within the contract period)

For the first quarter, you can only bill the federal portion that you have match available for.

iv. Personnel Eligibility List

Lauren: need an up to date personnel eligibility list

Mary: if it changes from quarter to quarter you can send the list in when you send in the billing invoices

c. ***Contract Amendment and Minor Changes***

Mary: Send budget revisions (if moving budget categories) with invoice. If budget revision is over 10% of total contract; then we do have to do an amendment.

Lauren: Amendments do take a while; if needed, we need to know at least a quarter ahead of time

Mary: Extensions to the contract or changes to the Scope of Work are signed by the section manager. If we are moving funds or adding additional funds, the threshold of signature level goes higher (time consuming)

Sarah: For budget revisions less than 10%, send the budget revision request to C&G to send with the invoice to TCEQ. They will review, approve and email the PDF back to me and I can facilitate changes with C&G. For budget revisions greater than 10%, send the budget revision request to C&G to send with the invoice to TCEQ. TCEQ will process formal amendment.

Lauren: Minor changes include the Schedule of Deliverables; changes to individual tasks that do not substantially change the obligation of our contract; transfers that do not exceed 10% of the total budget.

Amendments includes: total amount to fund; changes to the contract that change TWRI's obligation to TCEQ and TCEQ's obligation to EPA.

d. ***Intellectual Property***

Lauren: this is essentially any item, deliverable, education material – TCEQ and EPA has the right to reproduce. TWRI must secure intellectual rights. Use your own photos; make sure TCEQ/EPA can reproduce these materials.

Example: dog poop poster, photo did not have intellectual property rights for, created a legal battle

e. ***Project Representatives***

Lauren: Change needed on project representative, Dr. B. L. Harris, who is retiring

Mary: This can be done as a minor change. Mary will fill form in with new information and send back to TWRI. Email is fine to say we have a new project representative for new contract. Send to TCEQ via email with their contact info.

f. ***Project Budget***

Lauren: pretty much covered budget; any questions about budget at this point?

Atin: No questions since C&G will receive detailed budget with contract

g. ***Acknowledgement of Financial Support***

Lauren: stated in the contract under federal conditions; publications produced – need statement "prepared in cooperation with TCEQ and US EPA"

h. ***Disadvantage Business (DBE)/Historically Underutilized Business (HUB)***

Mary: I don't know that any new contracts that we start doing are going to be required to supply us with the HUB form any longer. Everyone is familiar with DBE and the goals we try to meet agency-wide (there were no questions).

5. Scope of Work and Schedule of Deliverables

a. ***Project Goals***

b. ***Measures of Success***

Lauren: EPA is now reviewing our final reports; our project officer, Leslie, is now specifically looking to see how we measure against our goals and measures of success (in final report).

Do not just say "we did all of our tasks" and "deliverables are complete" but how have we met the intent/goal of the project.

Kevin: We'll make sure we'll track these things throughout the project and include in the final report.

Lauren: Noticed an error in the Scope of Work: "… 10 additional training opportunities will be provided …" and we only have 8 additional trainings; however does not think this is something we need to worry about as its pretty laid out in the rest of the contract.

c. ***Tasks***

Lauren: detailed meeting minutes (as outlined in task 1) need to be submitted; essentially this is what we talked about; document agreements

Planning meetings in the past: Want to get a feel for past meetings and planning meetings with this project.

Kevin: plan to continue annual planning meetings; needs to discuss with one additional person and will have a planning meeting to discuss the Short Course.

For the Roundtable, continue to pull in EPA and TSSWCB periodically to discuss what specifically we want at the Roundtables.

Lauren: Agrees to pull in these other agencies. Can also coincide with our quarterly meetings.

Kevin: Can conduct in such a way to count for both.

Lauren: What about the River Systems Institute

Kevin: Jason Pinchback and his group will be involved in the Short Courses (like in the past) and also provide input in the Monitoring Training. They will not be a subcontractor on this one.

d. ***Schedule of Deliverables***

Lauren: will need to revise

Kevin: We should be able to meet everything in here with this time frame. He has talked to Monica Harris and Clyde Bolhmfalk. Monica said although we can't grant you an extension that is certainly a possibility with this project. We'll have a Short Course in Fall 2011, Fall 2012 and Spring of 2013.

Charlie MacPherson's training will be provided at the end of month one and possibly month 13.

Will discuss with other subcontractors in regards to training courses; we plan on 12 month development and then trainings after (we can do them as early as 6 months a part OR one in month 12; on in month 24)

He will visit with Sarah about this project in regards to doing this in a 2-year time frame with a 3-year budget (in consultation with Lauren)

Lauren: discuss again in a year to make sure we have plenty of time and are not sweating it at the end.

6. **Training/Roundtable Planning**

Lauren: Will be on vacation at the end of July