



February 29, 2016

Mr. Roger Mulder  
State Energy Conservation Office  
111 East 17th Street, Room 1114  
LBJ State Office Building  
Austin, Texas 78701

Dear Mr. Mulder:

Please be advised that we have amended your WIPP subgrant (SSEB-930WIPP-TX -2015-007amd) to obligate an additional \$50,000 in FY2016 federal funds. These additional funds increase your funding level to \$576,250. Enclosed are amended pages one and two that are made a part of the subgrant through this amendment letter. No other changes were made to the original subgrant.

Please keep this original for your records and return the acknowledgement of receipt by email to [parson@sseb.org](mailto:parson@sseb.org) and [sammons@sseb.org](mailto:sammons@sseb.org) or by mail. If you have any questions, please feel free to call me at (770) 242-7712.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy A. Sammons". The signature is fluid and cursive, with a large initial "K" and "S".

Kathy A. Sammons  
Director, Business Operations

KAS:ltp

This SUBGRANT, entered into the 29<sup>th</sup> day of August 2014, effective the 1<sup>st</sup> day of September 2014, by and between SOUTHERN STATES ENERGY BOARD, hereinafter referred to as "SSEB" and the Texas State Energy Conservation Office, with an office located at 111 E. 17<sup>th</sup> Street, Room 1118, Austin, Texas 78711 hereinafter referred to as "Subgrantor."

WHEREAS, SSEB has heretofore entered into Cooperative Agreement, DE-EM-0003189, hereinafter referred to as the "Principal Contract," with the U.S. Department Of Energy-Office of Environmental Management to support the safe transportation of transuranic waste from the transportation corridors to the Waste Isolation Pilot Plant in Carlsbad, New Mexico, hereinafter referred to as the "Project;" and

WHEREAS, in furtherance of the Principal Contract, SSEB desires to procure from Subgrantor certain services in connection with the Project; and

WHEREAS, Subgrantor is willing to furnish such services; and now, therefore pursuant to the mutual covenants and agreements herein contained, SSEB and Subgrantor do hereby mutually agree as follows:

## **I. Scope of Services**

In connection with the Project, Subgrantor shall perform technical assistance in accordance with the program plan approved by the U.S. Department of Energy-Office of Environmental Management and reviewed by SSEB for completeness with SSEB's scope of work. The Scope of Services is described in Attachment A that is attached hereto and made a part hereof.

It is understood and agreed that the Scope of Services may be changed, or adjusted by SSEB as the program develops, with the concurrence of Subgrantor, without invalidating this subgrant. Any change in scope requires the prior approval of DOE.

All such changes will be accomplished within the cost limitation of the Support Ceiling unless a specific adjustment to the Support Ceiling is made.

## **II. Period of Performance**

The period of performance under this subgrant shall commence on the effective date indicated above and expire on **July 31, 2019**.

### III. Reimbursement and Compensation

Reimbursement of Costs of Services - Subgrantor shall be reimbursed by SSEB for out-of-pocket expenses arising from the technical assistance performed hereunder, to the extent such costs constitute "allowable costs" under the Federal Procurement Regulations. An estimate of such costs is provided in Attachment A, a copy of which is attached hereto and made a part hereof. All equipment and products purchased with funds made available under this award should be American-made, to the greatest extent practicable. SSEB and the U.S. Department of Energy reserve the right to audit the aforementioned records according to the Federal Procurement Regulations and Subgrantor agrees to maintain appropriate records pertinent to such an audit in conformity with the federal procurement regulations and the generally accepted principles of government accounting.

As compensation for performing the Services, Subgrantor shall be reimbursed pursuant to attachment A.

### IV. Maximum Amount and Limitation

Federal Funds Obligated under this Action	\$ 50,000.00
Federal Funds Previously Obligated in this Budget Period	\$ 526,250.00
<b>Total Obligated Funds</b>	<b>\$ 576,250.00</b>
Total Approved Budget (Including the Approved FY16 Budget)	\$ 791,750.00

Estimate of Cost and Maximum Authorization - The presently estimated cost of work to be performed under this project is \$791,750. However, the maximum amount authorized under this subgrant to date is **\$576,250** (the "Support Ceiling") that includes this additional \$50,000 in FY16 funds.

### V. Payment and Reporting Requirements

Once each month from the effective date of this subgrant, Subgrantor may submit to SSEB, in such form and reasonable detail as SSEB may require, an invoice or voucher which sets forth a statement of (i) the costs incurred by Subgrantor in the performance of this subgrant and claimed to constitute allowable costs and (ii) the portion of the fee then due. Monthly payments to Subgrantor shall be such that the amount reimbursed to that date shall be a proportion of the total approved budget that shall equal the proportion of the services provided. SSEB shall make payment to the subgrantor within 10 business days after receipt of funds requested from the U.S. Department of Energy. SSEB has the right to withhold payments to the Subgrantor if progress reports are not current. Final reports and final invoices are due 30 days after the period of performance expires.

Invoice Submittal – Invoices (*via email*) should be submitted to the Southern States Energy Board, 6325 Amherst Ct., Norcross, Georgia 30092, Attention: Leigh Parson, [parson@sseb.org](mailto:parson@sseb.org) and Kathy Sammons, [sammons@sseb.org](mailto:sammons@sseb.org). A template spreadsheet is provided under Attachment C.