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SUBRECIPIENT GRANT AGREEMENT
GLO CONTRACT NO. 16-056-000-9100
COASTAL MANAGEMENT PROGRAM – CYCLE 20

This subrecipient grant agreement ("Contract") is entered into by and between the **GENERAL LAND OFFICE** ("GLO"), a State agency, and **GALVESTON BAY FOUNDATION** ("Subrecipient"), each a "Party" and collectively the "Parties," to provide Texas Coastal Management Program ("CMP") Cycle 20 grant funds, to be made available to the State of Texas by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration ("NOAA"), pursuant to the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq., NOAA Financial Assistance Award No. NA15NOS4190162 ("Grant"). The Grant funds are limited to use for implementation of a coastal zone management project ("Project") under the CMP, administered by the GLO (as Coastal Zone Management Awards, CFDA #11.419) and as approved by the Texas Land Commissioner.

ARTICLE 1. GENERAL PROVISIONS

1.01 PURPOSE

The purpose of this Contract is to set forth the terms and conditions of a Subgrant from the GLO to Subrecipient under CMP Cycle 20.

1.02 CONTRACT DOCUMENTS

The GLO and Subrecipient hereby agree that this document and the following Attachments, which are incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: **PROJECT WORK PLAN AND BUDGET**

ATTACHMENT B: **FEDERAL ASSURANCES** – Non-Construction (SF-424B); **FEDERAL CERTIFICATIONS** Regarding Lobbying (CD-512)

ATTACHMENT C: **GENERAL AFFIRMATIONS**

ATTACHMENT D: **SAMPLE ADDITIONAL REQUIRED FORMS:** Progress Report Form; Invoice for Federal Expenditures; Monthly Grant Project Equipment Sheet; Monthly Grant Project Timesheet; Budget Amendment Form; Audit Reporting Form; HUB Expense Report Form; Local Match and Third Party Match Expenditure Forms; and Volunteer Timesheet

ATTACHMENT E: **GRANT CLOSEOUT FORM**

ATTACHMENT F: **FINAL, ACTUAL BUDGET** (to be submitted by Subrecipient)

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1.03 DEFINITIONS

"Administrative and Audit Regulations" means the regulations included in Title 2, Code of Federal Regulations, Part 200; Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of **ARTICLE 7** herein. With regard to any federal funding, agencies with the authority to audit and inspect include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect, include the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

"Budget" means the budget for the Project funded by the Contract, a copy of which is attached hereto and incorporated herein for all purposes as **Attachment A**.

"CMP Rules" means the rules set forth in Chapters 501 through 506 of Title 31 of the Texas Administrative Code for the Texas Coastal Management Program, authorized by the Texas Natural Resources Code, Chapter 33, Subchapters C and F.

"Compliant Format" means the format and standards set forth in **SECTION 4.01** and **ARTICLE 9** herein.

"Deliverables" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Equipment" means tangible personal property having a useful life of more than one (1) year and an acquisition cost of **FIVE THOUSAND DOLLARS ($5,000.00)** or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 8.01** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Final Report" means a written report that must be received by the GLO upon completion of the Work Plan, as set forth therein.

"Financial Assistance Award" or "Federal Award" means NOAA Award No. NA15NOS4190162.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles" as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board.

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"General Affirmations" means the affirmations attached hereto and incorporated herein for all purposes as **Attachment C**, to which Subrecipient certifies by the signing of this Contract.

"Grant Administrator" means the GLO staff member responsible for administering the Grant, Melissa Porter, GLO Coastal Resources Division (512.475.1393, melissa.porter@glo.texas.gov) or her designee.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"Plans" mean the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO for the Project, if any.

"Progress Reports" means written progress reports that must be received by the GLO monthly or quarterly, as set forth in **SECTION 4.03** herein.

"Project" means the activities involved in "Boater Waste Education Campaign: Communicating Environmental Impact and Facilitating Enforcement," described and detailed in the Work Plan in **Attachment A** of this Contract.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subgrant" means the pass-through grant funds received through the Federal Award and approved for use by Subrecipient in accordance with the terms of this Contract.

"Subrecipient" means Galveston Bay Foundation, selected to accomplish the Project under this Contract.

"Subcontractor" means an individual or business that signs a contract or enters into an agreement with Subrecipient, to perform part or all of the obligations of Subrecipient under this Contract.

"Work Plan" means the statement of work and special conditions, if any, contained in **Attachment A**.

1.04 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,

(i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments

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and other modifications are not prohibited by the terms of this Contract, and

(ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received;

(j) Time is of the essence in this Contract; and

(k) In the event of conflicts or inconsistencies between this Contract and its Attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract.

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ARTICLE 2. CMP SUBGRANT AWARD AND SCOPE OF PROJECT

2.01 CMP GRANT AWARD

Subrecipient submitted an application for Subgrant funds under CMP Cycle 20. The Texas Land Commissioner has approved this CMP Subgrant based on Subrecipient's application.

Subject to the terms and conditions of this Contract, the GLO agrees to make a Subgrant to Subrecipient in an amount not to exceed **SIXTY THOUSAND DOLLARS ($60,000.00)**, payable in installments as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict conformance with the Budget in **Attachment A** hereto; and Subrecipient shall contribute **FORTY-ONE THOUSAND NINETY-TWO DOLLARS ($41,092.00)** in matching funds or in-kind services, for a total Project amount not to exceed **ONE HUNDRED ONE THOUSAND NINETY-TWO DOLLARS ($101,092.00)** for the duration of the Contract.

It is expressly understood and agreed by Subrecipient that the GLO shall have the right to recapture, and to be reimbursed for, any payments made by the GLO under this Contract that Subrecipient has not used in strict accordance with the terms and conditions of this Contract and the Federal Award. **THIS RECAPTURE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

THE GLO IS NOT LIABLE TO SUBRECIPIENT FOR ANY COSTS INCURRED BY SUBRECIPIENT BEFORE THE EFFECTIVE DATE OF THIS CONTRACT OR AFTER TERMINATION OF THIS CONTRACT.

2.02 PROJECT AND WORK PLAN

The Project shall be performed in accordance with the terms of this Contract, including the **Work Plan and Budget** in **Attachment A;** the Federal Assurances and Certifications in **Attachment B;** and the General Affirmations in **Attachment C**.

The Project Work Plan or the scope of the Project may be amended by the Grant Administrator upon submission of a written request and detailed justification by Subrecipient. Some modifications may require the approval of NOAA, which may cause significant delays. **ANY COSTS INCURRED WHILE WAITING FOR APPROVAL OF THE REQUESTED CHANGES ARE THE RESPONSIBILITY OF SUBRECIPIENT. THE GRANT ADMINISTRATOR WILL INFORM SUBRECIPIENT IF THE REQUEST IS APPROVED.**

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ARTICLE 3. TERM

3.01 DURATION AND EXTENSION OF TERM

(a) This Contract shall be effective October 1, 2015, and shall terminate upon completion of the Project or on March 31, 2017, whichever is earlier. Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may extend this Contract for additional time necessary for the successful completion of the Project, but in no event may the term of this Contract extend beyond the Federal Award period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE CONTRACT'S ORIGINAL TERMINATION DATE.**

(b) **NO WORK MAY BEGIN AND NO COSTS WILL BE REIMBURSED FOR WORK UNDERTAKEN PRIOR TO OCTOBER 1, 2015, THE EFFECTIVE DATE OF THIS CONTRACT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Subrecipient shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 ABANDONMENT OR DEFAULT

If the Subrecipient abandons work or defaults on the Contract, the GLO reserves the right to cancel the Contract without notice.

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DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

ARTICLE 4. GRANT ADMINISTRATION

4.01 COMPLIANT FORMAT FOR GRANT ADMINISTRATION

Subrecipient should submit written reports and requests in MS-Word format; invoices and supporting documentation as portable document format (".pdf") files; and photographs in **Joint Photographic Experts Group (**".jpg") format and form, unless otherwise agreed by the Grant Administrator. For all electronically-stored information and data, Subrecipient must comply with the GLO's standards set forth in **ARTICLE 9**.

Subrecipient may submit requests provided for in the Contract, in writing via email, in Compliant Format. Requests must cite the nature of the request, the Section of the Contract that authorizes the request, and a detailed justification for the request. **A REQUEST IS GRANTED ONLY UPON RECEIPT BY SUBRECIPIENT OF WRITTEN APPROVAL FROM THE GRANT ADMINISTRATOR.**

4.02 SUBMISSIONS

Except for legal notices that must be sent by specific instructions under **SECTION 12.13** herein, all written reports, forms, requests, and Deliverables submitted to the Grant Administrator under this Contract must be sent in Compliant Format via email to the following email address:

cmpreceipts@glo.texas.gov

4.03 PROGRESS REPORTS

Subrecipient shall submit monthly Progress Reports that must be received by the GLO on or before the 10th day of each calendar month during the term of this Contract, commencing January 10, 2016. Progress Reports must be submitted electronically in Compliant Format to the Grant Administrator on the Progress Report form, a sample of which is attached hereto and incorporated herein for all purposes as **Attachment D**. The Progress Report form may be downloaded at:

http://www.glo.texas.gov/coast/coastal-management/forms/index.html

All Progress Reports must include:

(a) a brief statement of the overall progress of each task identified on the Work Plan since the last Progress Report;

(b) a brief description of any problems that have been encountered during the previous reporting period that will affect the Work Plan, delay the completion of any portion of this Contract, or inhibit the completion of or cause a change in any of the Work Plan objectives;

(c) a description of any action Subrecipient plans to undertake to correct any problems that have been encountered; and

(d) a status report on the Budget, as defined in this Contract.

In addition, Subrecipient must submit a Project Closeout Form to the Grant Administrator upon completion of the Project. The Closeout Form is attached hereto and incorporated herein for all purposes as **Attachment E**, and may be found at:

http://www.glo.texas.gov/coast/coastal-management/forms/index.html

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

4.04 DELIVERABLES

Subrecipient shall submit electronically each of the Deliverables set forth in the Work Plan in **Attachment A,** in Compliant Format, and in the time and manner prescribed therein, to the Grant Administrator. The GLO may require Subrecipient to conform any data presentation or product funded under this Contract to reflect GLO comments.

Deliverable due dates may be amended by the Grant Administrator upon submission of a written request and detailed justification by Subrecipient. Modifications may require the approval of NOAA, which may cause significant delays. **THE GRANT ADMINISTRATOR WILL INFORM SUBRECIPIENT IF THE REQUEST IS APPROVED.**

4.05 GRANT ADMINISTRATION FORMS

(a) Recurring forms that must be submitted to the Grant Administrator can be downloaded at the following web address:

http://www.glo.texas.gov/coast/coastal-management/forms/index.html

A copy of the current version of each recurring form required is included in **Attachment D,** for convenience. However, as these forms are updated from time to time, Subrecipient should periodically check the website for updated forms. Subrecipient is responsible for using the proper forms.

(b) Subrecipient must execute certain additional forms required by the Contract or the Federal Award to show that Subrecipient is in compliance with all applicable state and federal laws and regulations. Required forms include the **Federal Assurances** (either Form SF-424D for Construction; or Form SF-424B for Non-Construction) and the **Federal Certifications** regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in **Attachment B.** Subrecipient may check for vendor debarment exclusion records at: **http://www.sam.gov**.

4.06 REIMBURSEMENT REQUESTS

Subrecipient shall submit monthly reimbursement requests that must be received by the GLO on or before the 10th day of each calendar month Requests must be submitted in Compliant Format via email to the Grant Administrator.

Each request for reimbursement must:

(a) prominently display "GLO Contract No. 16-056-000-9100," the failure of which may significantly delay payment under the Contract;

(b) be on the approved GLO forms, which may be downloaded at:

http://www.glo.texas.gov/coast/coastal-management/forms/index.html

(c) be supported by an invoice detailing each expense by Budget category in accordance with the Project Budget in **Attachment A**;

(d) include a timesheet or a payroll clearing account spreadsheet; and

(e) provide such other information as the GLO may request.

Reimbursement requests shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation

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of the costs incurred. If no Contract expenses have been incurred in a given period, Subrecipient should submit a zero-dollar ($0.00) invoice.

Reimbursement for lodging, travel, and other incidental direct expenses shall be limited to the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *Textravel*. For any travel-related direct expenses to attend a meeting or conference that are not specifically included in Subrecipient's original application or **Attachment A**, Subrecipient must submit an acceptable justification and receive the Grant Administrator's prior, written approval.

Subrecipient's indirect costs may not exceed the amount for such costs set forth in **Attachment A**. Subrecipient's Subcontractors must also comply with the indirect cost rate applied for such costs set forth in **Attachment A**. Subrecipient may not charge "other operating costs" (i.e., administrative costs, computer usage fee, etc.) in addition to indirect costs, if such costs are already included in the calculation to determine Subrecipient's indirect cost rate.

Requests for reimbursement under this Contract must be received by the GLO not later than sixty (60) days from the date Subrecipient incurs the expense. Failure by Subrecipient to comply in a timely manner with the reimbursement requirements above may, at the GLO's sole discretion, result in denial of the request for reimbursement.

Failure by Subrecipient to submit Deliverables or Progress Reports by their due dates may, in the sole discretion of the GLO, result in denial of reimbursement until all required items are submitted. If such a decision is made by the GLO, Subrecipient shall resubmit the invoice, dated as of the date the Deliverable or Progress Report is submitted.

4.07 BUDGET VARIANCE

In accordance with 2 C.F.R. § 200.308, Subrecipient may rebudget within the approved direct cost Budget to meet unanticipated requirements; however, certain types of post-award budget changes may require prior written approval pursuant to the applicable regulations.

Where written approval is not required, Subrecipient must give notice to the GLO within thirty (30) days of any changes to the Budget. Where prior written approval is required, Subrecipient may request permission to change the Budget by submitting to the Grant Administrator the GLO Budget Amendment Form, along with a written justification. This form may be downloaded at:

http://www.glo.texas.gov/coast/coastal-management/forms/index.html

Such reallocations may not increase or decrease the amount of the Subgrant or total Budget; and shall be effective only after approval by the GLO. Any request for a variance that changes the total Budget amount or the Project scope or outcome may be allowed only through a formal, written amendment to the Contract.

A FINAL, ACTUAL BUDGET, TO BE ATTACHED TO THE CONTRACT AS ATTACHMENT F, MUST BE SUBMITTED BY SUBRECIPIENT NO LATER THAN SIXTY (60) DAYS FROM THE EXPIRATION OR TERMINATION DATE OF THE CONTRACT.

4.08 WITHHOLDING

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

To ensure full performance, the GLO may withhold an amount equal to ten percent (10%) of the Budget until Subrecipient's delivery, and GLO's approval, of all Deliverables required herein. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Subrecipient has completed the Project in accordance with the Work Plan, and that all requirements of the Contract have been fulfilled by Subrecipient.

4.09 PURCHASES

Subrecipient shall not purchase any equipment and/or computer software not included as a reimbursable item shown on the Budget in **Attachment A**. Title and possession of any Equipment will remain the property of Subrecipient unless and until transferred to the GLO, upon written request by the GLO. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment purchased with funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment shall follow the Administrative and Audit Regulations.

4.10 AUDIT COMPLIANCE

(a) The GLO, as a pass-through entity, has the responsibility to ensure that Subrecipients expending **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000.00)** or more in federal awards during each of Subrecipient's fiscal years of funding have met audit requirements in accordance with 2 C.F.R. Part 200, Subpart F. If applicable, Subrecipient shall complete and return the Audit Reporting Form no later than September 1 of each year until the Contract is terminated. The Audit Reporting Form may be downloaded at:

http://www.glo.texas.gov/coast/coastal-management/forms/index.html

(b) In addition, Subrecipient agrees that all relevant records related to this Contract and any Deliverables produced in relation to this Contract, including the records and Deliverables of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Deliverables shall be subject at any time to inspection, examination, audit, and copying at any location where such records and Deliverables may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Deliverables, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

4.11 ADDITIONAL GRANT COMPLIANCE REQUIREMENTS

Subrecipient shall comply with all provisions relating to Grant Administration required by any state or federal law. Subrecipient understands and agrees to the terms included in **Attachments B and C** and all other terms in this Contract that require assurances, affirmation, actions, and activities to fulfill state and federal legal requirements. These requirements include, but are not limited to, GLO electronically electronically-stored information standards, acknowledgement of source of funds, special conditions for real

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estate improvements and land acquisitions, Federal Assurances and Certifications, CMP consistency requirements, and HUB plans. The information included in this Contract is current as of its effective date. However, it is the sole responsibility of Subrecipient to ensure that it complies with applicable legal requirements identified in **Attachments B and C** and all other applicable laws, rules, and regulations at any given time.

4.12 MATCH DOCUMENTATION

If applicable, Subrecipient shall submit monthly match documentation that must be received by the GLO on or before the 10th day of each calendar month. If no Contract expenses have been incurred in a given period, Subrecipient should submit a zero dollar ($0.00) invoice.

Evidence of match documentation shall:

(a) be on the approved GLO forms, which may be downloaded at:
http://www.glo.texas.gov/coast/coastal-management/forms/index.html

(b) be supported by an invoice detailing each expense by Budget category, in accordance with the Project Budget in **Attachment A**; and

(c) provide such other information as the GLO may request.

Match funding documentation must be identified clearly and submitted with a payment request. Match documentation shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Match documentation must be submitted in Compliant Format via email to the Grant Administrator monthly. Payment requests may be denied if proper match documentation has not been submitted.

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ARTICLE 5. FEDERAL FUNDING / STATE FUNDING / RECAPTURE OF FUNDS / OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is made available to the State of Texas through a federal Financial Assistance Award from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, pursuant to the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq. The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations applicable to the CMP, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.

(b) All participants in the CMP grants program must have a data universal numbering system ("DUNS") number, as well as a Commercial And Government Entity ("CAGE") Code.

(c) The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the System for Award Management web site at: http://www.sam.gov.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Subrecipient for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Subrecipient under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. The discretionary right of the GLO to terminate for convenience under **SECTION 3.02** notwithstanding, it is expressly understood and agreed by Subrecipient that the GLO shall have the right to terminate the Contract and to recapture, and be reimbursed for, any payments made by the GLO (i) that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

5.04 OVERPAYMENT

Subrecipient understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

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ARTICLE 6. INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, data, drawings, computer programs and codes, and/or any copyright or other intellectual property rights, and/or any other information or materials acquired or developed under this Contract, shall be jointly owned by the Parties, with each Party having the right to use, reproduce, publish, distribute or otherwise use any and all such information or materials without the necessity of obtaining permission from the other Party and without expense or charge.

(b) The U.S. Government is granted a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, distribute or otherwise use, and authorize others to use, for government purposes, all reports, drafts of reports, data, drawings, computer programs and codes, and/or any copyright or other intellectual property rights, and/or any other information or materials acquired or developed under this Contract.

(c) IN NO EVENT SHALL THE GLO, THE STATE OF TEXAS, OR THE U.S. GOVERNMENT BE CHARGED OR REQUIRED TO PAY FOR THE USE OF ANY DATA, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION OR MATERIALS ACQUIRED OR DEVELOPED UNDER THIS CONTRACT.

6.02 NON-ENDORSEMENT BY THE STATE AND THE U.S. GOVERNMENT

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas, U.S. Government, or government employee endorsement of a product, service, or position that Subrecipient represents. No release of information relating to this CMP grant may state or imply that the GLO, State of Texas, or the U.S. Government approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services.

6.03 PUBLICATION DISCLAIMERS REQUIRED

The specific acknowledgements and funding statements that must be included in certain publications funded by Subrecipient are set forth in **ARTICLE 10** herein.

6.04 SURVIVAL

The provisions of this **ARTICLE 6** shall survive the termination or expiration of this Contract.

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ARTICLE 7. RECORDS / RETENTION / PUBLIC INFORMATION / AUDIT REQUIREMENTS

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain full, true, and complete records in accordance with GAAP or GASB, whichever is applicable, necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

Pursuant to Texas Gov't Code Chapter 2262, Subrecipient agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Subrecipient understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Accordingly, such records shall be subject at any time to inspection, examination, audit, and copying at any location where such records may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all relevant records and information requested. NOAA, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **SUBRECIPIENT SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins on the date specified in the Grant Administrator's official closeout letter to Subrecipient. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

7.04 PUBLIC INFORMATION

Pursuant to Texas Gov't Code Chapter 2261, Subrecipient agrees this Contract, including Subrecipient's response to the solicitation and/or proposal(s) submitted prior to this Contract award, shall be posted to the GLO's website. Additional information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Subrecipient to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient. Subrecipient shall notify GLO's General Counsel within twenty-four hours of receipt of any third party written requests for information, and forward a copy of said written requests

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to PIALegal@glo.texas.gov. If request was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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ARTICLE 8. EVENTS OF DEFAULT AND REMEDIES

8.01 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Subrecipient makes any representation or warranty that is incorrect in any material respect to the Work Plan, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

8.02 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any legal remedy. A right or remedy conferred by this Contract upon either Party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults.

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ARTICLE 9. DATA COLLECTION AND DELIVERY

9.01 GEOGRAPHIC INFORMATION SYSTEMS

Data, databases, and products associated with electronic Geographic Information Systems (GIS) that have been collected, manipulated, or purchased with CMP grant funds and/or local match funds will be subject to all applicable terms of the Texas State Government GIS Rule of the Texas Department of Information Resources (DIR) and Texas Administrative Code (TAC) § 201.6, Planning and Management of Information Resources Technologies, Geographic Information Standards. The 2001 Geographic Information Standards Rule is available on the Web at: texinfo.library.unt.edu/Texasregister/html/2001/jun-22/adopted/1.ADMINISTRATION.html, or by contacting the Texas Geographic Information Office (GIO) at: tnris.org/geographic-information-office.

9.02 TRANSFER OF DATA

Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this Contract must be documented as specified in the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM). The federal metadata standard is available online at www.fgdc.gov/metadata.

9.03 FORMAT

Many Texas state agencies, including the GLO, have adopted the Environmental Systems Research Institute, Inc. (Esri) product, ArcGIS, as in-house GIS software. This is not an endorsement of these, or any other, products; however, any electronic spatial data collected, manipulated, or purchased with CMP grant funds and/or local match funds shall be transferred in a mutually-acceptable GIS format, along with appropriate documentation. Nonspatial data deliverables (textual, spreadsheet, database, etc.) must be delivered in standard text, image, or database formats, and on mutually acceptable delivery media.

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ARTICLE 10. PUBLICATION AND ACKNOWLEDGEMENT OF SOURCE OF CMP FUNDS

10.01 PUBLICATION

(a) If Subrecipient or its employee(s) use NOAA financial assistance to publish reports and other materials completed as a result of this Contract, Subrecipient shall ensure that the paper bears the following statement, as well as the NOAA and CMP logos on the front cover or title page of such document and other materials:

> **A PUBLICATION (OR REPORT) FUNDED BY A TEXAS COASTAL MANAGEMENT PROGRAM GRANT APPROVED BY THE TEXAS LAND COMMISSIONER PURSUANT TO NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AWARD NO. NA15NOS4190162.**

(b) If Subrecipient or its employee(s) use NOAA financial assistance to publish a paper based in whole or in part on the work funded by this Contract, Subrecipient shall ensure that the paper bears the following statement, as well as the NOAA and CMP logos on the front cover or title page of the paper:

> **THIS PAPER IS FUNDED ("IN PART" IF APPROPRIATE) BY A GRANT/COOPERATIVE AGREEMENT FROM THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION. THE VIEWS EXPRESSED HEREIN ARE THOSE OF THE AUTHOR(S) AND DO NOT NECESSARILY REFLECT THE VIEWS OF NOAA OR ANY OF ITS SUB-AGENCIES.**

(c) If Subrecipient or its employee(s) use NOAA financial assistance to produce signage, Subrecipient shall ensure that all signage bears the following statement, as well as the NOAA and CMP logos:

> **THIS PROJECT IS FUNDED ("IN PART" IF APPROPRIATE) BY A TEXAS COASTAL MANAGEMENT PROGRAM GRANT APPROVED BY THE TEXAS LAND COMMISSIONER PURSUANT TO NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AWARD NO. NA15NOS4190162.**

(d) When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, including, but not limited to, state and local governments and recipients of federal research grants, Subrecipient shall clearly state (i) the percentage of the total costs of the project or program which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. **ALL DOCUMENTS AND MATERIALS MUST CONTAIN THE NOAA AND CMP LOGOS ON THE FRONT OR TITLE PAGE.**

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10.02 SIGNAGE

If facilities or other permanent improvements are constructed, Subrecipient shall provide and erect temporary signs during the construction phase of such projects that contain the following language:

> **CONSTRUCTION OF THIS FACILITY WAS MADE POSSIBLE BY A GRANT UNDER THE COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED, AND AWARDED BY THE OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, U.S. DEPARTMENT OF COMMERCE, AND APPROVED BY THE TEXAS LAND COMMISSIONER AND THE TEXAS COASTAL MANAGEMENT PROGRAM.**

At the completion of project construction, Subrecipient shall replace the temporary signs with permanent signs, to be provided by the GLO. Permanent signs must also be erected for projects that include land acquisition.

10.03 SURVIVAL

The Provisions of this **ARTICLE 10** shall survive the termination or expiration of the Contract.

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ARTICLE 11. PROPERTY STANDARDS, REAL ESTATE IMPROVEMENTS, AND LAND ACQUISITIONS

11.01 PROPERTY STANDARDS

Any property improved or acquired under the Contract shall be governed by the requirements of 2 C.F.R. Part 200. The use and disposition of property acquired under the Contract shall comply with the requirements and restrictions as set forth in the provisions of 2 C.F.R. Part 200 and the terms and conditions of the Federal Award.

11.02 LAND ACQUISITIONS

(a) In the event that private land is to be acquired with CMP grant funds, Subrecipient shall have such land surveyed in the following manner:

(1) any parcel of land that (i) does not abut any waters and (ii) is acquired by lot and block may be surveyed by a Registered Professional Land Surveyor. Any survey conducted by a Registered Professional Land Surveyor under this Section must be accompanied by certified copies of each subdivision block in which the acquisitions will be located. Subrecipient shall record any and all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located; and

(2) any other parcel of land must be surveyed by a Licensed State Land Surveyor.

(b) In the event that a coastal boundary survey is required for the Project, Subrecipient must conduct the coastal boundary survey for the Project site in accordance with Section 33.136 of the Texas Natural Resources Code. For surveys of tracts on or adjacent to Gulf beaches, maps, surveys, and/or profiles shall not delineate or map vegetation, the line of vegetation, or the landward boundary of the public beach. Such maps, surveys, and/or profiles shall also not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by CMP funds, vegetation, the line of vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from the GLO. The coastal boundary survey must contain the following statement:

> **THIS SURVEY DOES NOT, NOR IS IT INTENDED TO BE USED TO, IDENTIFY, DELINEATE, OR FIX THE LINE OF VEGETATION OR THE LANDWARD BOUNDARY OF THE PUBLIC BEACH.**

(c) In addition, Subrecipient shall encumber the land with a conservation easement or a deed restriction in a form acceptable to the GLO that will protect the land and its natural resources and preserve the public use and benefit of the land. If Subrecipient chooses to encumber the land with a deed restriction, it must read as follows:

> **THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE**

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TEXAS COASTAL MANAGEMENT PROGRAM. IF THE PROPERTY IS EVER SOLD OR USED FOR PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE FEDERAL AWARDING AGENCY, THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, U.S. DEPARTMENT OF COMMERCE, MUST BE COMPENSATED IN ACCORDANCE WITH THE UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 C.F.R. PART 200).

(d) All appraisals performed in connection with the acquisition of land under this Section shall be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions and the provisions of the CMP attached Work Plan concerning land acquisitions. **THE SURVEY, APPRAISAL, CONSERVATION EASEMENT (IF ANY), AND DEED MUST BE APPROVED BY THE GLO.**

THE GLO WILL NOT "HOLD" AN EASEMENT OR ACCEPT A THIRD-PARTY RIGHT OF ENFORCEMENT.

11.03 IMPROVEMENTS

(a) Prior to any construction undertaken under this Contract, Subrecipient shall deliver to the GLO one (1) copy of the final construction contract documents, including the Project Manual containing the technical specifications, and the drawings (collectively the "Contract Documents"). Any construction that will be undertaken with funding from this Contract shall be completed in compliance with the final Contract Documents approved by the GLO, and all applicable codes and standards. Upon completion of construction, Subrecipient shall submit a set of record ("as-built") drawings to document the final construction, as well as photographs of the completed construction, in the Final Report. Subrecipient may not remove any improvements constructed with funds provided under this Contract, unless the federal awarding agency is compensated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200).

(b) If funds under the Contract are used to improve real property, Subrecipient must file a memorandum of restrictions in the county records where the property is located notifying third parties as follows:

THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE TEXAS COASTAL MANAGEMENT PROGRAM. IF THE PROPERTY IS EVER SOLD OR USED FOR PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION MUST BE COMPENSATED IN ACCORDANCE WITH FEDERAL LAW (2 C.F.R. PART 200).

(c) Prior to any construction undertaken under the Contract, Subrecipient shall deliver to the GLO one (1) copy of Plans to be used for the Project. Any

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construction to be undertaken with funding from the Contract shall be completed in compliance with final Plans approved by the GLO.

(d) **UPON COMPLETION OF CONSTRUCTION, SUBRECIPIENT SHALL SUBMIT A FINAL "AS BUILT" DESIGN, IF REQUIRED BY THE LOCAL BUILDING CODE OR LOCAL BUILDING OFFICIAL, AS WELL AS PHOTOGRAPHS OF THE CONSTRUCTION, IN THE FINAL REPORT.**

(e) Subrecipient may not remove any improvements constructed with funds provided under the Contract, unless the United States Government is compensated in accordance with the Administrative and Audit Regulations.

11.04 SURVEYS REQUIRED

(a) **Inland Survey.** In the event that land is to be acquired with funds under the Contract, any parcel of land that: (1) does not abut any waters; and (2) is acquired by lot and block may be surveyed by a registered professional land surveyor ("RPLS") as that term is defined in Chapter 1071 of the Texas Occupations Code. Any survey conducted by an RPLS under this Section must be accompanied by certified copies of each subdivision block in which the acquisitions will be located. Subrecipient shall record any and all surveys required under this Section in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located.

(b) **Survey of Land Abutting Water.** Any parcel of land to be acquired with funds under the Contract other than land described in **SECTION 11.03(a)**, above, must be surveyed by a licensed state land surveyor ("LSLS") as that term is defined in Chapter 1071 of the Texas Occupations Code. The survey must meet the requirements of a Category 1A, Land Title Survey, as defined in the *Manual of Practice for Land Surveying in Texas*, published by the Texas Society of Professional Surveyors. Any survey conducted by an RPLS under this Section must be accompanied by copies of each recorded subdivision plat that includes any portion of the area to be acquired, and appropriate deeds and other documents referenced on the survey plat.

(c) **Coastal Boundary Survey.** In the event that a coastal boundary survey is required for the Project, Subrecipient must conduct the coastal boundary survey for the Project site in accordance with Section 33.136 of the Texas Natural Resources Code. For surveys of tracts on or adjacent to Gulf beaches, maps, surveys, and/or profiles shall not delineate or map vegetation, the line of vegetation, or the landward boundary of the public beach. Such maps, surveys, and/or profiles shall also not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by funds under the Contract, vegetation, the line of vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from the GLO. The coastal boundary survey, as well as surveys of land as described in **SECTION 11.03(b)**, above, must contain the following statement:

THIS SURVEY DOES NOT, NOR IS IT INTENDED TO BE USED TO, IDENTIFY, DELINEATE, OR FIX THE LINE OF

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VEGETATION OR THE LANDWARD BOUNDARY OF THE PUBLIC BEACH.

(d) REQUIRED DEED LANGUAGE AND RESTRICTIONS. If funds under the Contract are used to acquire real property or a conservation easement, the acquisition deed must contain the following language:

> **THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE TEXAS COASTAL MANAGEMENT PROGRAM, FUNDED BY NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AWARD NO. NA15NOS4190162 (UNDER GLO CONTRACT NO. 16-056-000-9100). IF THE PROPERTY IS EVER SOLD OR USED FOR PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE FEDERAL AWARDING AGENCY MUST BE COMPENSATED IN ACCORDANCE WITH THE UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 C.F.R. PART 200).**

If funds under the Contract are used to improve public or private real property, Subrecipient must file in the real property records of the county where the property is located, a memorandum of restrictions, conservation servitudes, or easements affecting the real property, in a form acceptable to the GLO, that will protect the land and its natural resources and preserve the public use and benefit of the land.

11.05 APPRAISALS

All appraisals performed in connection with the acquisition of land and/or easement under this Section shall be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions. These standards can be found at:

http://www.justice.gov/enrd/land-ack/Uniform-Appraisal-Standards.pdf

11.06 GLO APPROVAL OF REAL ESTATE DOCUMENTS

The survey, appraisal, and the memorandum of restrictions, conservation servitudes, easement, or deed must be approved by the GLO. A recorded copy of the memorandum of restrictions, conservation servitudes, easement, or deed must be submitted to the Grant Administrator.

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ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01 CONTRACT AMENDMENT

Unless otherwise provided herein, any revision to this Contract must be made by formal Contract amendment, executed by both Parties and, if required by federal law, approved by NOAA.

12.02 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract. Subrecipient shall not commence construction of the Project until it has obtained the requisite licenses and/or permits. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE PROGRESS REPORT, AS DEFINED IN THIS CONTRACT, FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

12.03 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

SUBRECIPIENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, SUBRECIPIENT SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF SUBRECIPIENT'S AND SUBRECIPIENT'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. SUBRECIPIENT AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE GLO SHALL NOT BE LIABLE TO THE SUBRECIPIENT, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PEFORMANCE UNDER THIS CONTRACT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE GLO NAMED AS A DEFENDANT IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE GLO. SUBRECIPIENT AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

12.04 INDEMNITY

SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE GENERAL LAND OFFICE AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS,

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DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- **ANY NEGLIGENT ACTS OR OMISSIONS OF SUBRECIPIENT, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF SUBRECIPIENT, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF SUBRECIPIENT, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY SUBRECIPIENT, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF SUBRECIPIENT, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF SUBRECIPIENT, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.**

SUBRECIPIENT SHALL COORDINATE ITS DEFENSE WITH THE GENERAL LAND OFFICE AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE SUBRECIPIENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE GENERAL LAND OFFICE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE OF THE GENERAL LAND OFFICE OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS CONTRACT.

12.05 ASSIGNMENT AND SUBCONTRACTS

(a) Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract not encompassed within the Work Plan without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services or work to be performed. In no event may Subrecipient delegate or transfer its responsibility for use of the funds under this Contract.

(b) Subrecipient is responsible for upholding the integrity of the procurement process and must comply with the organizational conflicts of interest and/or noncompetitive procurement practices as required by 2 C.F.R. Part 200, and the terms and conditions of the Federal Award in connection with any subcontract it awards.

(c) In any approved subcontracts, Subrecipient shall legally bind any such Subcontractors to perform, and make such Subcontractors subject to, all the duties, requirements, and obligations of Subrecipient specified herein. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that that the goods delivered and/or the services rendered by Subrecipient and/or any of its Subcontractors comply with all the terms and provisions of this Contract. **A copy of each subcontract shall be submitted to the GLO within ten (10) business days after execution.**

(d) The GLO and the NOAA shall have the right to initiate communications with any Subcontractor, and may request access to any books, documents, papers, and records of a Subcontractor which are directly pertinent to this Subgrant. Such communications may be required to conduct audits and examinations and gather

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additional information as provided in **ARTICLE 7** herein and in the Administrative and Audit Regulations.

12.06 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract and, in respect to Subrecipient's performance pursuant to this Contract, Subrecipient shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Subrecipient or any other party.

12.07 FEDERAL REGULATORY REQUIREMENTS

Subrecipient carries the responsibility to be aware of and comply with the federal regulatory requirements for federal financial assistance awards included in the Code of Federal Regulations.

12.08 COMPLIANCE WITH CMP RULES

If the Project is located within a coastal management zone established by Chapter 33 of the Texas Natural Resources Code, Subrecipient shall complete the requirements of the Contract in compliance with the CMP Rules, and shall ensure that the performance of all Subcontractors is in compliance therewith.

12.09 FEDERAL ASSURANCES

Subrecipient certifies that the Federal Assurances in **Attachment B** have been reviewed, and that Subrecipient is in compliance with each of the requirements reflected therein.

12.10 FEDERAL CERTIFICATIONS

Subrecipient further certifies that the Federal Certifications in **Attachment B** have been reviewed, and that Subrecipient is in compliance with each of the requirements reflected therein. In addition, Subrecipient certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as it may pertain to this Contract.

12.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all other applicable federal, state, and local laws, ordinances, and regulations. Subrecipient shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

12.12 HISTORICALLY UNDERUTILIZED BUSINESSES

(a) In accordance with State law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the GLO. The GLO encourages Subrecipient to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling Subrecipient's performance under the Contract. In addition to other information required by the Contract, Subrecipient will provide the Purchasing Department of the GLO with pertinent details of any

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participation by a HUB in fulfilling Subrecipient's performance under the Contract.

(b) The GLO encourages Subrecipients to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. More information on this program is available online at: www.window.state.tx.us/procurement/prog/hub/mentorprotege.

(c) Subrecipient shall submit annually the HUB expense report included in **Attachment D.**

12.13 NOTICES

Notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:
Texas General Land Office
1700 N. Congress Avenue, Room 330
Austin, TX 78701
Attention: CMP Grant Administrator

SUBRECIPIENT
Galveston Bay Foundation
17330 Highway 3
Webster, TX 77598

Attention: Mr. Bob Stokes, President

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

12.14 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

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12.15 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

12.16 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

12.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Subrecipient before this Contract is effective or after it ceases to be effective are performed at the sole risk of Subrecipient.

12.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its integrated Attachment(s) constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such integrated attachment(s) shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

12.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

12.20 OFFER SUBJECT TO CANCELLATION

If Subrecipient does not return the original signed Contract to the GLO within thirty (30) days of transmittal of the Contract to Subrecipient, Subgrant funding for the Project may be subject to cancellation.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

SIGNATURE PAGE FOR GLO CONTRACT NO. 16-056-000-9100

GENERAL LAND OFFICE

DocuSigned by:

Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Date of execution: 10/26/2015

DS SA LS DS AH

DIV DS mp

DIR DS DZ

GC DS MH

GALVESTON BAY FOUNDATION

DocuSigned by:

Name: Bob Stokes

Title: President

Date of execution: 10/26/2015

ATTACHMENTS LISTED IN SECTION 1.02 FOLLOW

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

Contract:
Project Name: Boater Waste Education Campaign: Communicating Environmental Impact and Facilitating Enforcement
Reporting Frequency: Monthly
Subrecipient: Galveston Bay Foundation
Contact: Charlene Bohanon

Project Description:
Boat sewage, one of the primary sources of fecal bacteria in Galveston Bay (TCEQ, 2008*), can be a public health risk for oyster consumption and contact recreation in areas where localized bacteria levels are heightened from the illegal discharge of boater waste. Despite having three mobile pump-out companies and sixteen pump-out facilities throughout Clear Lake and Galveston Bay, many boaters continue to discharge raw sewage from marine heads directly into bay waters. In large part, illegal boater waste discharge is a result of a lack of enforcement and lack of understanding of potential environmental and public health impacts.

Enterococci are bacteria naturally found in the gut of warm blooded animals, including humans. The presence of Enterococci in the bay indicates that pathogenic bacteria, which can cause human illnesses (i.e. gastrointestinal, skin, eye, ear), are likely present. Additionally, increased nutrients from fecal waste can lead to algal blooms, depressed dissolved oxygen levels, and subsequent fish kills, particularly in marinas where flushing is often decreased due to the marina design.

The Boater Waste Education Campaign (BWEC) can lead to direct improvements in water quality by educating boaters, collecting and communicating environmental data to the public, and collaborating with authorities to increase reporting and enforcement of illegal boater waste discharges. The Clean Vessel Committee, formed in CMP Cycle 17, has successfully brought together groups focused on boater education, marina management, environmental policy, and boat sewage enforcement. The Committee, supports Galveston Bay's designation as a "no discharge zone" as well as the Galveston Bay Foundation (GBF)'s continued efforts to collect water quality and survey data to gauge campaign success and identify areas for improvement. The GBAN mobile app, launched in CMP Cycle 18, has the potential to efficiently deliver illegal discharge reports directly to enforcement agencies.

GBF will use CMP Cycle 20 funding to refine the BWEC based on lessons learned from stakeholder feedback and preliminary water quality and Dockwalker survey data collected in previous cycles and to continue tracking program improvements. The project focus includes: 1) expanding and improving campaign communications by outlining a social media and web marketing distribution plan; 2) improving data analysis used to determine campaign success by increasing collaboration with the Technical Advisory Committee; 3) refining marina research sampling designs to reduce variance in data and improve the ability to compare long-term data in Marina Del Sol and Lakewood Yacht Club; 4) increasing the number of agency partners tied into and the number of citizens using the GBAN mobile app to increase the quantity and quality of reporting and facilitate more streamlined and focused enforcement efforts by agency partners; and 5) collecting and analyzing additional Dockwalker survey data to better understand knowledge gaps and garner additional stakeholder support for a federal "no discharge zone" in Galveston Bay.

Project Budget:

	CMP	Subrecipient	Third Party	Project Totals
Salaries	$34,000.00	$21,306.00	$0.00	$55,306.00

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Fringe	$5,100.00	$4,786.00	$0.00	$9,886.00
Travel	$2,500.00	$0.00	$0.00	$2,500.00
Supplies	$4,510.00	$4,370.00	$0.00	$8,880.00
Equipment	$0.00	$0.00	$0.00	$0.00
Contractual	$4,959.00	$0.00	$0.00	$4,959.00
Other	$3,066.00	$10,000.00	$0.00	$13,066.00
Subtotal:	$54,135.00	$40,462.00	$0.00	$94,597.00
Indirect	$5,865.00	$630.00	$0.00	$6,495.00
Total:	$60,000.00	$41,092.00	$0.00	$101,092.00

Special Award Conditions:

1. This project must be completed as described in this work plan.
2. The GLO and/or NOAA must approve any changes in the scope of work or budget requests that change the total project cost.
3. CMP and NOAA logos, including appropriate acknowledgment statement, must be printed on education/outreach materials, signs, and final reports and/or publications.
4. Data must be shared in the appropriate manner as specified in the contract.
5. The subrecipient must coordinate with the GLO prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this project.

Task 1 Description: Maintain Active Stakeholder Groups and Marketing/Outreach Materials

GBF will maintain an active Campaign Workgroup, Clean Vessel Committee (CVC) and Technical Advisory Committee (TAC), consisting of relevant groups to the campaign to provide input and guidance throughout the project on key messages and performance indicators, collaboration needed between education and enforcement entities, and water quality and survey data collection and analysis strategies, respectively. The GBF staff will coordinate a meeting schedule, distribute agenda and minutes, and secure meeting locations.

GBF will also update the social marketing messages, print materials, presentations, workshops, and hands-on activities and materials, and print additional materials as needed. The focus during this cycle will be to more actively utilize social media outlets to boost the reach of the campaign (see Task 2).

Deliverables:

1. Provide list of recruited Workgroup, CVC and TAC members
   Due Date: 9/10/2016

2. Provide meeting schedule and locations
   Due Date: 9/10/2016

3. Provide performance indicator recommendations from Workgroup
   Due Date: 9/10/2016

4. Provide copies of new marketing/outreach materials
   Due Date: 9/10/2016

Task 2 Description: Develop Public Outreach and Distribution Plan

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The workgroup will contact marinas and popular boating events to schedule outreach presentations and booth displays where the project's education materials and messages developed during previous project cycles and Task 1 can be directly distributed to boaters, marinas and boater associations. The workgroup will develop a distribution plan that will include advertising the message at marinas, marine businesses, boating events, in printed ads, radio, TV, and via social media.

GBF will continue to form new Clean Water Partnerships with marinas that want to take the BWEC to the next level. Clean Water Partnership marinas actively participate in at least two BWEC programs including Pump Don't Dump distribution, Water Monitoring Team, Dockwalkers, or Water Quality Intern research projects. Partnerships will be tailored to the specific needs of each marina.

Deliverables:

1. Provide schedule of outreach and partnership activities
   Due Date: 10/10/2016

2. Provide list of marinas contacted and partnerships formed
   Due Date: 10/10/2016

3. Provide outline of social media distribution plan
   Due Date: 10/10/2016

Task 3 Description: Facilitate Boat Sewage Discharge Reporting and Enforcement

GBF will enable simplified reporting of illegal boat sewage discharges by providing the public with a customized, professionally developed Galveston Bay Action Network (GBAN) mobile app in Cycle 18 for mapping and tracking their reports. GBF will continue to refine this mobile app in Cycles 19 and 20 based on lessons learned.

GBAN will be promoted through means such as maintaining this info on the GBF website, spreading the message through marina partnerships and general BWEC outreach, and as part of the BWEC social media distribution plan.

The workgroup will continue communicating with enforcement agencies - TPWD, Coast Guard, and local marine safety officers, as well as organizations that address illegal discharge reports but can not issue citations - TCEQ and Galveston County Health District through Clean Vessel Committee discussions and campaign outreach activities.

Deliverables:

1. Provide list of enforcement agencies tied into GBAN app
   Due Date: 11/10/2015

2. Provide summary of GBAN usage and reports
   Due Date: 3/31/2017

3. Complete enhancements to GBAN mobile app
   Due Date: 3/31/2017

Task 4 Description: Facilitate Volunteer Programs

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GBF will recruit and train volunteer water quality monitors to test waters in and around marinas and popular recreation locations. GBF's Water Monitoring Team operates as part of the statewide Texas Stream Team, but is fully trained, outfitted with monitoring supplies, and coordinated by GBF staff. Additionally, GBF will operate our bacteria monitoring lab in order to run baseline and monthly Enterococci bacteria samples. GBF will maintain our monitoring plan, schedule and database, and carry out quality assurance training and other gatherings in order to foster a successful and sustainable volunteer program.

GBF staff will train Dockwalker volunteers to survey and educate recreational boaters directly at their marinas. This program involves Dockwalkers asking boaters to take a few minutes to fill out a survey and receive a free Clean Boater Kit (oil absorbent pillow, dye tablet, zip tie for securing valve, etc.) in exchange for their time.

Deliverables:

1. Provide list of Water Monitoring Team and Dockwalkers
   Due Date: 12/10/2016

2. Provide volunteer training/meeting schedule
   Due Date: 12/10/2016

3. Provide WQ monitoring plan and schedule
   Due Date: 12/10/2016

4. Provide Dockwalker plan and survey schedule
   Due Date: 12/10/2016

Task 5 Description: Quantify Boater Waste Impact and Track Behavior/Knowledge/Environmental Change

GBF will continue collaborating with the Workgroup, CVC, and TAC in order to come up with strategies for determining potential impacts of boat sewage on Galveston Bay. Dockwalker survey data will help GBF better estimate the number of boats with marine sanitation devices, frequency of boat usage, pump-out usage data, etc. to find knowledge gaps, track behavior and knowledge change over time, and provide evidence-based recommendations in our NDZ request.

GBF staff will look at water quality data submitted by volunteer monitors and Water Quality Interns. Volunteers test for dissolved oxygen, salinity, temperature, pH, turbidity, and Enterococci bacteria. They also record field observations and are trained to submit GBAN water pollution reports when necessary.

GBF staff will use the BWEC performance indicators developed in Task 1 to track behavior/knowledge change as a result of this project. Data from this cycle will be compared to previous campaign cycles.

Deliverables:

1. Provide results from the Boater Waste Impact Study
   Due Date: 3/31/2017

2. Provide results from volunteer water quality monitoring
   Due Date: 3/31/2017

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3. Include final updates for Tasks 1-4 in the final grant report
   Due Date: 3/31/2017

Task 6 Description: Project Monitoring and Reporting

Prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to CMPReceipts@GLO.TEXAS.GOV. Monthly Progress reports are due to CMPReceipts@GLO.TEXAS.GOV on the 10th day of every month of the year starting with January 10, 2016. Requests for reimbursement are to be submitted in a timely manner to CMPReceipts@GLO.TEXAS.GOV, as specified in the contract.

Final report will describe and evaluate the work completed under each task.

Deliverables:

1. Final Report
   Due Date: 3/31/2017

2. Grant closeout report
   Due Date: 3/31/2017

3. Monthly progress report and request for reimbursement, due as specified in contract
   Due Date: 3/31/2017

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OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Bob Stokes	President
APPLICANT ORGANIZATION 86405B837D9C428... Galveston Bay Foundation	DATE SUBMITTED 10/26/2015

Standard Form 424B (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

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FORM **CD-512**
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Bob Stokes	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Bob Stokes	President
SIGNATURE	DATE
Bob Stokes	10/26/2015

DocuSigned by:
86405B837D9C428...

THIS FORM MUST BE EXECUTED

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.

3. Under Section 231.006, Family Code, Provider certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.

4. Provider certifies by signing this Attachment that: (a) the entity executing this Contract; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to the work herein described are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.

5. In addition, Provider certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that the participants named in items 4(a) through 4(d) above are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/**, which Provider may review in making this certification. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.

6. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

7. Provider certifies that it is in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

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Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Provider: _____

Date of Employment with Provider: _____

8. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

9. Provider 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. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.

10. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.

11. Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Provider shall include the above provisions in all subcontracts pertaining to the work.

12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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PROGRESS REPORT

(Project Name)

(GLO Contract No.)

(Reporting Period)

Task 1: (Name of task as identified in Attachment A of your contract)

- **Provide a brief description of status of the task:** ☐ not started ☐ in progress ☐ completed

- **Describe major accomplishments for this reporting period (include names of staff working on each task, dates and locations of events/presentations/meetings and dates for milestones/deliverables completed.)**

- **List the deliverable(s)/milestone(s) for the project and provide the date completed/submitted to the GLO.**

- **Were there any problems or obstacles encountered during this reporting period (e.g., delays, remedial action taken, schedule revision).** ☐ Yes ☐ No If yes, please explain:

- **Briefly describe plans for the next reporting period.**

(Repeat for each task. If work on a particular task has not begun or has been completed, include in progress report and report the status only.)

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Please provide a current budget breakdown. (Double Click on budget tables to activate Excel.)

	Current Federal/CMP Budget	Billed to Date	Obligated* CMP Budget	Remaining CMP Budget
Personnel	$ -	$ -	$ -	$ -
Fringe	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Contractual	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -
Indirect Costs	$ -	$ -	$ -	$ -
Totals	$ -	$ -	$ -	$ -

	Current Local Budget	Billed to Date	Obligated* Local Budget	Remaining Local Budget
Personnel	$ -	$ -	$ -	$ -
Fringe	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Contractual	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -
Indirect Costs	$ -	$ -	$ -	$ -
Totals	$ -	$ -	$ -	$ -

	Current 3rd Party Budget	Billed to Date	Obligated* 3rd Party Budget	Remaining 3rd Party Budget
Personnel	$ -	$ -	$ -	$ -
Fringe	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Contractual	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -
Indirect Costs	$ -	$ -	$ -	$ -

***Obligated includes - funds that have been incurred by the recipient but have not been paid by the recipient, such as executed contract agreements or acquired supplies/materials/equipment.**

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INVOICE FOR FEDERAL EXPENDITURES

Invoice Date: _____ Federal Tax ID & DUNS Nos.: _____

Invoice No.: _____ Expenditure Period: _____

GLO Contract No.: _____ FINAL Invoice: Yes / No

Project Title: _____

Subrecipient: _____

Phone: _____

Email Address: _____

Submitted by: **Signature:** _____ / / **Date**

Printed Name: _____

ALL ENTITIES - Attach Itemized Receipts & Proof of Payment for All Expenditures.

Budget Category	Amount Budgeted	Expenditures this Invoice	Amount Previously Invoiced	Amount Remaining
Personnel	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Fringe	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Travel	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Supplies	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Equipment	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Indirect Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**

For GLO Use Only:

CMP/CIAP/GM Contract #:	**Cycle #:**	**PCA:**
Contract Period:	**Expenditure Period:**	**EP#:**
MIP Encumbrance Balance:	**AY:**	**Change Order: NA / Y / C**
Date Complete Documentation Received:		
Approved Invoice Amount:		
Approved by Contract Specialist:		**Date:**
Approved by Project Manager:		**Date:**
Invoice Approved for Reimbursement: **Grant Manager:**		**Date:**

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

MONTHLY GRANT PROJECT EQUIPMENT SHEET FOR DAILY/HOURLY RATES

Project Name:
Employee Name:
Month and Year:
Equipment Used:

PLEASE PROVIDE # OF HOURS OF DAILY EQUIPMENT USE (provide copy of established rates used)

Day	Day	Day	Day	Day	Day	Day
1 ___ hrs	2 ___ hrs	3 ___ hrs	4 ___ hrs	5 ___ hrs	6 ___ hrs	7 ___ hrs
8 ___ hrs	9 ___ hrs	10 ___ hrs	11 ___ hrs	12 ___ hrs	13 ___ hrs	14 ___ hrs
15 ___ hrs	16 ___ hrs	17 ___ hrs	18 ___ hrs	19 ___ hrs	20 ___ hrs	21 ___ hrs
22 ___ hrs	23 ___ hrs	24 ___ hrs	25 ___ hrs	26 ___ hrs	27 ___ hrs	28 ___ hrs
29 ___ hrs	30 ___ hrs	31 ___ hrs				

CALCULATION OF DAYS/HOURS:

0 (TOTAL # DAYS/HOURS) X _____ (DAILY/HOURLY RATE) = 0

I certify that this information is correct.

Printed Name of Project Manager: _____

Project Manager Signature _____ Date _____

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

MONTHLY GRANT PROJECT TIME SHEET

Project Name:
Employee Name:
Month and Year:

PLEASE PROVIDE # OF HOURS & BRIEF DESCRIPTION OF WORK PERFORMED (e.g. progress report, project meeting, planting, outreach event, field trip, etc.)

Day	Day	Day	Day	Day	Day	Day
1 ___ hrs	2 ___ hrs	3 ___ hrs	4 ___ hrs	5 ___ hrs	6 ___ hrs	7 ___ hrs
8 ___ hrs	9 ___ hrs	10 ___ hrs	11 ___ hrs	12 ___ hrs	13 ___ hrs	14 ___ hrs
15 ___ hrs	16 ___ hrs	17 ___ hrs	18 ___ hrs	19 ___ hrs	20 ___ hrs	21 ___ hrs
22 ___ hrs	23 ___ hrs	24 ___ hrs	25 ___ hrs	26 ___ hrs	27 ___ hrs	28 ___ hrs
29 ___ hrs	30 ___ hrs	31 ___ hrs				

CALCULATION FOR SALARY/HOURLY:

0	X	_____	=	0
TOTAL # HOURS		HOURLY RATE		
0	X	_____	=	0
TOTAL SALARY/HOURLY WAGE FOR MONTH		FRINGE BENEFIT RATE/ HOURLY FRINGE BENEFIT RATE (Not to exceed 35%)		

I certify that this information is correct.

Employee Signature: _____ Date: _____

Project Manager Signature _____ Date _____

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

BUDGET AMENDMENT REQUEST

Subrecipient _____
Department _____
Address _____
City, State Zip _____

Contact Name _____
Phone _____
Email Address _____

GLO Contract # _____ **Federal ID#** _____

Budget Category	Current CMP Budget	Current Local Budget	Current Third Party	Requested CMP Changes	Requested Local Changes	Requested Third Party	Revised CMP Budget	Revised Local Budget	Revised Third Party Budget
Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringe	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Please justify your request below (include additional sheets if necessary).

_____ _____
Signature of Authorizing Official **Date**

For GLO Use Only:

Your informal budget amendment is approved. Please retain a copy of this form with your project file.

Informal Budget Amendment Approved by:_____ **Date:** _____
Contract Specialist

Note: This copy of this form will become part of your permanent GLO legal file.

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

Audit Reporting Form

Subrecipients receiving (granted/awarded) federal funds, through the General Land Office (GLO), are subject to the requirements of the 2 C.F.R. Part 200, Subpart F. Subrecipients expending (spending/reimbursed) federal funds totaling $750,000 or more in a fiscal year are required to conduct an audit in accordance with Subpart F.

Please complete this questionnaire and send by email to Single_Audit@glo.texas.gov or mail to:

General Land Office
Attn: Coastal Management Program
Coastal Protection Division
P.O. Box 12873
Austin, Texas 78711-2873

Section 1: Entity Information

_____ _____

Name of Entity (Subrecipient)

Project Title and GLO Contract Number
(additional grants may be listed on a separate page)

What is your entity's fiscal year? _____ through _____
Month / Year Month / Year

Section 2: Single Audit Requirement

For your most recently completed fiscal year, account for all federal funds (awards/grants) expended (spent/reimbursed) regardless of the source. (Provide your most recently completed fiscal year below)

For Fiscal Year **20__ :**

What was the total amount of federal funds (awards/grants) expended (spent/reimbursed)? $ _____

☐ If less than $750,000 in total federal funds (awards/grants) were expended: Your entity is *exempt* from further audit requirements for the reporting period. Complete Sections 4 and 5 (Federal Awards Information and Signature Sections).

☐ If $750,000 or more in total federal funds (awards/grants) were expended:

Section 3: Audit Information

- Date of your Entity's last completed audit: _____ (Date)
- Period Covered by Audit: _____ through _____
  Month/Year Month/Year
- Audit Findings: ☐ No Findings (it is not necessary to submit a copy of your audit report package)
  ☐ Findings (provide a copy of your audit reporting package if findings were related to funds issued through the GLO. If findings were unrelated to GLO issued funds submit the schedule of findings and questioned costs.)
- Next audit scheduled for: _____(Month/Year)
- Period to be covered by next scheduled audit: _____ through _____
  Month/Year Month/Year

Section 4: Federal Awards Information

For the fiscal year provided, account for all federal funds (awards/grants) received (granted/awarded) regardless of the source.

For Fiscal Year **20__ :** (fiscal year must match fiscal year provided in section 2)

What was the total amount of federal funds (awards/grants) received(granted/awarded)? $ _____

(For the fiscal year listed, use the following table to list the federal funds (awards/grants) your entity received)

Name of federal award(s) granted	Period of Award (month/yr – month/yr)	Amount	CFDA Number

Section 5: Signature Section

_____ _____

Signature of Preparer Date

_____ Preparer's Contact Information:

Printed Name of Preparer and Title Email: _____

Phone: _____ ext. _____

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the General Land Office/Veterans Land Board on an annual basis to document compliance with your HSP.5

Contract/Requisition Number: _____ **Date of Award:** _____ **Object Code:** _____ **(Agency use only)**

Contracting Agency: General Land Office/Veterans Land Board

Contractor (Company) Name: _____

Contractor Vendor Identification Number (VID Number): _____

Reporting Period: _____

Total Contract Amount Paid this Reporting Period to Contractor: **$** _____

Report HUB and NON-HUB Subcontractor Information, as applicable below:

Subcontractor Name(s)	Subcontractor's VID or HUB Certificate Number	*Texas HUB Certified Yes/No	Total Contract $ Amount from HSP with Subcontractor	Total Amount $ Paid This Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor
Totals			$	$	$

Signature: _____ Title: _____ Date: _____

Point of contact for report: _____

Email: _____ Phone No. _____ Fax No. _____

If you should have any questions, please contact Sharon Moore at (512) 463-5819 or at sharon.moore@glo.texas.gov
***Note: Prime contractors can verify subcontractor HUB certification status on-line at http://www2.cpa.state.tx.us/cmbl/hubonly.html**

Revised 09/30/13

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

LOCAL MATCH EXPENDITURES

Submission Date: _____ Federal Tax ID & DUNS Nos.: _____

Submission No.: _____ Expenditure Period: _____

GLO Contract No.: _____ FINAL : Yes / No

Project Title: _____

Subrecipient: _____

Phone: _____

Email Address: _____

Submitted by: **Signature:** _____ / / **Date**

Printed Name: _____

ALL ENTITIES - Attach receipts/proof of payment for all expenditures.

Budget Category	Local Amount Budgeted	Expenditures this Submission	Amount Previously Submitted	Amount Remaining
Personnel	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Fringe	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Travel	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Supplies	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Equipment	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Indirect Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**

For GLO Use Only:

GLO Contract #:

Expenditure Period:

Date Completed Documentation Received:

Approved by Contract Specialist: **Date:**

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

THIRD PARTY MATCH EXPENDITURES

Submission Date: _____ Federal Tax ID & DUNS Nos.: _____

Submission No.: _____ Expenditure Period: _____

GLO Contract No.: _____ FINAL : Yes / No

Project Title: _____

Subrecipient: _____

Phone: _____

Email Address: _____

Submitted by: **Signature:** _____ / / **Date**

Printed Name: _____

ALL ENTITIES - Attach receipts/proof of payment for all expenditures.

Budget Category	Third Party Amount Budgeted	Expenditures this Submission	Amount Previously Submitted	Amount Remaining
Personnel	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Fringe	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Travel	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Supplies	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Equipment	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Indirect Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**

For GLO Use Only:

GLO Contract #:

Expenditure Period:

Date Completed Documentation Received:

Approved by Contract Specialist: **Date:**

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

MONTHLY GRANT PROJECT EQUIPMENT SHEET FOR DAILY/HOURLY RATES

Project Name:
Employee Name:
Month and Year:
Equipment Used:

PLEASE PROVIDE # OF HOURS OF DAILY EQUIPMENT USE (provide copy of established rates used)

Day	Day	Day	Day	Day	Day	Day
1 ___ hrs	2 ___ hrs	3 ___ hrs	4 ___ hrs	5 ___ hrs	6 ___ hrs	7 ___ hrs
8 ___ hrs	9 ___ hrs	10 ___ hrs	11 ___ hrs	12 ___ hrs	13 ___ hrs	14 ___ hrs
15 ___ hrs	16 ___ hrs	17 ___ hrs	18 ___ hrs	19 ___ hrs	20 ___ hrs	21 ___ hrs
22 ___ hrs	23 ___ hrs	24 ___ hrs	25 ___ hrs	26 ___ hrs	27 ___ hrs	28 ___ hrs
29 ___ hrs	30 ___ hrs	31 ___ hrs				

CALCULATION OF DAYS/HOURS:

0	X		=	0
TOTAL # DAYS/HOURS		DAILY/HOURLY RATE		

I certify that this information is correct.

Printed Name of Project Manager: _____

Project Manager Signature _____ Date _____

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

MONTHLY GRANT PROJECT TIME SHEET

Project Name:
Employee Name:
Month and Year:

PLEASE PROVIDE # OF HOURS & BRIEF DESCRIPTION OF WORK PERFORMED (e.g. progress report, project meeting, planting, outreach event, field trip, etc.)

Day	Day	Day	Day	Day	Day	Day
1 ___ hrs	2 ___ hrs	3 ___ hrs	4 ___ hrs	5 ___ hrs	6 ___ hrs	7 ___ hrs
8 ___ hrs	9 ___ hrs	10 ___ hrs	11 ___ hrs	12 ___ hrs	13 ___ hrs	14 ___ hrs
15 ___ hrs	16 ___ hrs	17 ___ hrs	18 ___ hrs	19 ___ hrs	20 ___ hrs	21 ___ hrs
22 ___ hrs	23 ___ hrs	24 ___ hrs	25 ___ hrs	26 ___ hrs	27 ___ hrs	28 ___ hrs
29 ___ hrs	30 ___ hrs	31 ___ hrs				

CALCULATION FOR SALARY/HOURLY:

0	X	_____	=	0
TOTAL # HOURS		HOURLY RATE		
0	X	_____	=	0
TOTAL SALARY/HOURLY WAGE FOR MONTH		FRINGE BENEFIT RATE/ HOURLY FRINGE BENEFIT RATE (Not to exceed 35%)		

I certify that this information is correct.

Employee Signature: _____ Date: _____

Project Manager Signature _____ Date _____

DocuSign Envelope ID: ED46716D-F3AF-48D3-B14A-C80560B7BE83

VOLUNTEER TIME SHEET

Project Name:
Contract #:
Project Event:
Event Date:

Last Name	First Name	Affiliation	Assigned Task (i.e., planting, setup, cleanup, etc.)	Hours Worked	Hourly Rate	Value Volunteer Time
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
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						$ -
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						$ -
TOTAL				0		$ -

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Texas Coastal Management Program
Grant Closeout Form

For more information, please contact Melissa Porter at
Phone: 1(800) 998-4GLO or (512) 475-1393
Fax: (512) 475-0680
Email: Melissa.Porter@glo.state.tx.us
CMP website: http://www.glo.state.tx.us/coastal/grants/subrecipient.html

This form must be completed and submitted to the Texas Coastal Management Program as described in the contract. The GLO must approve the completed form prior to issuance of the final grant payment.

This form is intended to aid the Texas Coastal Management Program in its ability to quantify management outcomes and report the success of the Texas Coastal Management Grant Program to its federal partner, the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management.

SECTION 1: GRANTEE INFORMATION

Project Name: _____

GLO Contract Number: _____ NOAA Award Number: _____

Contract Period: _____ to _____

Organization Name: _____

Organization Type: Select Organization Type _____

Project Manager/
Principal Investigator: _____

Address: _____

Phone: _____

Email: _____

County(ies): Select County(ies) where project is located _____

SECTION 2: FINANCIAL MEASURES

Please quantify the total amount of received, matched, and leveraged dollars applied toward your project during the grant contract period.

DEFINITIONS

RECEIVED dollars are funds awarded by CMP minus any dollars returned to CMP.

MATCHED dollars are funds used to match received dollars.

LEVERAGED dollars are funds in addition to received and matched dollars that are spent on a CMP funded project. For example, a grantee may partner with several entities to acquire land; funds in addition to CMP or matching dollars spent to acquire the land would be considered leveraged dollars.

Another example is a project where a grantee partners with a city's planning department to develop a greenway plan for a coastal community. The city planning department provides the required CMP match. During the project, the city's recreation department contributes staff time to conduct visioning and public outreach for the greenway project. The cost to the recreation department to conduct the visioning and outreach activities can be considered leveraged project dollars.

In-kind funds and services that qualify under Office of Management and Budget Circular A 110 (see sect. 23 "Cost sharing or matching" http://www.whitehouse.gov/omb/circular/a110/a110.html#23) can be included as leveraged dollars. Sources of leveraged dollars can be federal, state, or local government agencies or other organizations such as non-profits or foundations.

Project Category

Please choose the project category that most appropriately describes your project, even if multiple categories are addressed.

- ☒ **GOVERNMENT COORDINATION**: Grant activities that improve government coordination and efficiency in coastal management while supporting active stakeholder and public participation.
- ☐ **PUBLIC ACCESS**: Grant activities that create public access sites by acquisition or easement and/or enhance public access for recreational purposes in the coastal zone.
- ☐ **COASTAL HABITAT**: Grant activities that protect coastal habitat by acquisition or easement and/or restore previously degraded or altered coastal habitat in the coastal zone.
- ☐ **COASTAL WATER QUALITY**: Grant activities that protect, restore, enhance, and/or monitor water quality in the coastal zone.
- ☐ **COASTAL HAZARDS**: Grant activities that reduce damage from future hazards and/or increase public awareness of hazards in the coastal zone.
- ☐ **COASTAL DEPENDENT USES AND COMMUNITY DEVELOPMENT**: Grant activities that help coastal communities develop and/or implement sustainable development ordinances, policies, or plans and/or update port or waterfront ordinances, policies, or plans.

1. Amount of CMP dollars received _____
2. Amount of nonfederal matched dollars applied _____
3. Amount of leveraged dollars applied _____

SECTION 2: FINANCIAL MEASURES

Please quantify the total amount of received and matched dollars spent on technical assistance to local governments during the grant contract period.

DEFINITIONS

LOCAL GOVERNMENTS are municipalities or county governments within the CMP boundary.

TECHNICAL ASSISTANCE includes consultation, review, training, and other types of support to local governments on planning, managing local resources, meeting state requirements, using technical tools, and other activities to increase local management capacity.

PLEASE NOTE: If you are a local government, questions 4 and 5 do not apply to your project.

4. Amount of CMP dollars spent on technical assistance to local governments with assistance from CMP funds. _____

5. Amount of matched dollars spent on technical assistance to local governments with assistance from CMP funds. _____

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SECTION 3: EDUCATIONAL ACTIVITY MEASURES

Please quantify the total number of educational activities offered by your project and the total number of participants for each activity during the grant contract period, by category.

DEFINITIONS

EDUCATIONAL ACTIVITIES include presentations; seminars; stewardship or field events where the public participates in activities such as the removal of invasive species; and other activities that provide non-technical information about environmental or socio-economic conditions, coastal management issues and policies, coastal resources, and the role of planning.

PARTICIPANTS are the people that participated in the reported educational activity. You should document the number of participants for each educational activity reported at the time the activity is conducted. If a sign-in sheet or registration is not possible, the program should ensure that the person conducting the activity records a count of participants at the time of the activity.

PLEASE NOTE: The following educational activities should **NOT** be included: publications (i.e. brochures, guides, etc.), internet materials or web sites, mass media campaigns, interpretive kiosks or signage, un-staffed conference booths or displays, or other efforts that provide education through indirect methods. Staffed conference booths or displays that provide educational opportunities and can be paired with the number of visitors or recipients on the education provided can be reported.

Educational activities should be categorized based on the dominant topic area addressed. Only report each educational activity once, even if multiple topics are covered by that activity.

See Section 2 for category definitions.

1.	Number of Government Coordination educational activities offered with assistance from CMP funds.	0
2.	Number of Public Access educational activities offered with assistance from CMP funds.	0
3.	Number of Coastal Habitat educational activities with assistance from CMP funds.	0
4.	Number of Coastal Water Quality educational activities offered with assistance from CMP funds.	0
5.	Number of Coastal Hazards educational activities offered with assistance from CMP funds.	0
6.	Number of Coastal Dependent Uses and Community Development educational activities offered with assistance from CMP funds.	0

SECTION 4: TRAINING OR OUTREACH EVENT MEASURES

Please quantify the total number of training or outreach events offered by your project and the total number of participants for each event for the grant contract period, by category.

DEFINITIONS

TRAINING or OUTREACH EVENTS include events for public officials, government agencies, stakeholders, non-governmental organizations, and industry or professional audiences that focus on more technical subject matter than those provided through educational activities. Training or outreach events can include activities that are tailored to a specific audience, such as wetland regulators or a local agency permitting program.

PARTICIPANTS are the people that participated in the reported training or outreach activity. Grantees should document the number of participants for each educational activity reported at the time it is conducted. If a sign-in sheet or registration is not possible, the program should ensure that the person conducting the event records a count of participants at the time of the event.

PLEASE NOTE: The following training or outreach events should NOT be included: publications (e.g. manuals) or other materials that are distributed without an associated and targeted training program. Training opportunities can be provided through the internet to provide remote access to specific training topics. Internet training that does not require registration or a sign-up process to track users should only be reported if user tracking is possible.

Training activities should be categorized based on the dominant topic area addressed. If an outreach event is primarily held to address management needs or coordination on a range of categories, the event may be best categorized under Government Coordination. Only record each event once, even if multiple topics are covered. Do not include an event that was reported under educational activities.

See Section 2 for category definitions.

1.	Number of Government Coordination training or outreach events offered with assistance from CMP funds.	0
2.	Number of Public Access training or outreach events offered with assistance from CMP funds.	0
3.	Number of Coastal Habitat training or outreach events offered with assistance from CMP funds.	0
4.	Number of Coastal Water Quality training or outreach events offered with assistance from CMP funds.	0
5.	Number of Coastal Hazards training or outreach events offered with assistance from CMP funds.	0
6.	Number of Coastal Dependent Uses and Community Development training or outreach events offered with assistance from CMP funds.	0

SECTION 5: PUBLIC ACCESS MEASURES

Please quantify the total number of public access sites created and/or enhanced by your project during the grant contract period.

DEFINITIONS

CREATED public access sites are properties acquired for public access through fee simple ownership or through an easement. There may be instances where a property has been in public ownership but not open to the public. In this case, the property can be counted as a new site if it has not been counted previously and it is opened to the public during the grant contract period.

ENHANCED public access sites are properties previously open to the public where recreational facilities have been added or improved. Examples include: the addition of educational signage, fish cleaning stations, parking, or bathroom facilities; trail, walkover, or boardwalk construction or renovation; boat or kayak launches; piers (if an easement was not required); and other low-cost construction to improve recreational facilities.

1.	Number of public access sites created through acquisition or easement with assistance from CMP funds.	0
2.	Number of public access sites enhanced with assistance from CMP funds.	0

SECTION 6: COASTAL HABITAT MEASURES

Please quantify the total number of acres of coastal habitat protected by acquisition or easement or restored by your project during the grant contract period, by category.

DEFINITIONS

PROTECTED coastal habitat refers to properties acquired for their habitat values through fee simple ownership or through a conservation easement.

RESTORED coastal habitat refers to previously degraded or altered habitat that has been rehabilitated and often involves reestablishing native vegetation and natural hydrology.

TIDAL WETLANDS are wetlands that are inundated by tidal waters. Definitions of wetlands and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal wetlands can include salt and brackish marshes (tidally flooded grasslands), and mangrove swamps (salty shrub thickets and forests). Tidal wetlands in saline and brackish areas, or estuarine wetlands, which are part of the estuary where salt water mixes with fresh water running off the land via rivers, are also included.

BEACH is the zone located inland from the mean low tide to the natural line of vegetation bordering the seaward shore of the Gulf of Mexico.

DUNE is a wind formed hill or ridge of sand.

NEARSHORE (intertidal, subtidal or submerged) habitats include intertidal rocky areas and pools, mud flats, coral reefs, shellfish beds, submerged aquatic vegetation such as seagrass beds, rocky hard bottom habitat, and other nearshore benthic habitat.

PLEASE NOTE: Acres of habitat should only be reported if the protection or restoration activities were completed during the grant contract period. Do not report acres of habitat if the project is still in the planning or design phase.

1.	Number of tidal wetlands sites protected by acquisition or easement with assistance from CMP funds.	0
2.	Number of tidal wetlands sites restored with assistance from CMP funds.	0
3.	Number of beach and dune habitat sites protected by acquisition or easement with assistance from CMP funds.	0
4.	Number of beach and dune habitat sites restored with assistance from CMP funds.	0
5.	Number of nearshore habitat sites protected by acquisition or easement with assistance from CMP funds.	0
6.	Number of nearshore habitat sites restored with assistance from CMP funds.	0
7.	Number of other habitat sites (e.g. nontidal wetlands, coastal prairie, riparian forest, etc.) protected by acquisition or easement with assistance from CMP funds.	0

8.	Number of other habitat sites (e.g. nontidal wetlands, coastal prairie, riparian forest, etc.) restored with assistance from CMP funds.	0

SECTION 7: MARINE DEBRIS MEASURES

Please quantify the total number of marine debris removal activities and the total number of pounds collected by your project for each activity during the grant contract period.

DEFINITIONS

MARINE DEBRIS REMOVAL ACTIVITIES include activities (either voluntary or non-voluntary) to remove marine debris from the coastal system.

ESTIMATED POUNDS OF DEBRIS can be based on reports from volunteer groups, non-volunteer removal programs, or the average weight of commonly removed objects by the estimated number removed (e.g. average crab trap weighs 5 pounds and 25 were removed).

1. Number of marine debris removal activities completed with assistance from CMP funds. 2

Activity Name _____

Debris Removal Location _____ Pounds of Debris _____

Activity Name _____

Debris Removal Location _____ Pounds of Debris Removed _____

SECTION 8: COASTAL WATER QUALITY MEASURES

Please quantify the total number of sites where water quality was monitored by your project and the total number of coastal communities that developed or updated polluted runoff management ordinances, policies, and plans and/or completed projects to implement polluted runoff management ordinances, policies, and plans with assistance from your project during the grant contract period.

DEFINITIONS

WATER QUALITY MONITORING includes water quality and aquatic habitat monitoring and assessment activities conducted by the public, universities, and other non-governmental agencies. It does not include monitoring conducted by the State or local agencies to meet federal Clean Water Act requirements or monitoring conducted as part of permit review or enforcement activities.

COASTAL COMMUNITY is a unit of local government (municipality or county) or a special unit of government such as a storm water district or planning district.

ELIGIBLE ORDINANCES, POLICIES, and PLANS should be developed or adopted by a local unit of government and can include State mandated programs. Ordinances, policies, and plans developed by a non-governmental organization in cooperation with a governmental entity can be included.

COMPLETED PROJECTS include activities to prevent or control polluted runoff such as the implementation of best management practices or the construction of a wetland retention system. Projects completed by a non-governmental organization for a coastal community can be reported.

1.	Number of sites where water quality was monitored with assistance from CMP funds.	0
2.	Number of coastal communities that developed or updated polluted runoff management ordinances, policies, and plans with assistance from CMP funds	0
3.	Number of coastal communities that completed projects to implement polluted runoff management ordinances, policies, and plans with assistance from CMP funds.	0

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SECTION 9: COASTAL HAZARDS MEASURES

Please quantify the total number of coastal communities in the coastal zone that completed projects to reduce future damage from hazards and/or increase public awareness of hazards with assistance from your project during the grant contract period.

DEFINITIONS

COASTAL COMMUNITY is a unit of local government (municipality or county) or a special unit of government such as a storm water district or planning district.

COMPLETED PROJECTS include the development of or update of local coastal hazard plans, local coastal hazard mitigation polices, ordinances or codes, technical assistance, education and outreach, and on-the-ground projects to reduce future damage from hazards. Projects completed by a non-governmental organization for a coastal community can be reported.

INCREASED PUBLIC AWARENESS may result from hands-on educational events, educational signage or kiosks, and informational materials such as brochures and websites. They may be on-going efforts, but the community must have completed an activity or component of the project during the grant contract period. Websites should only be reported if they are first made available during the grant contract period.

1.	Number of coastal communities that completed a project to reduce future damage from hazards with assistance from CMP funds.	0
2.	Number of coastal communities that completed a project to increase public awareness of hazards with assistance from CMP funds.	0

SECTION 10: COASTAL DEPENDENT USES AND COMMUNITY DEVELOPMENT MEASURES

Please quantify the total number of coastal communities that developed or updated sustainable development ordinances, polices, and plans; completed a project to implement a sustainable development plan; developed or updated port or waterfront redevelopment ordinances, policies, and plans; and/or completed a project to implement a redevelopment plan with assistance from your project during the grant contract period.

DEFINITIONS

COASTAL COMMUNITY is a unit of local government (municipality or county) or a special unit of government such as a redevelopment commission, harbor management board, port commission, or regional board or commission.

ELIGIBLE ORDINANCES, POLICIES, and PLANS should be developed or adopted by a local unit of government and can include State mandated programs. Ordinances, policies, and plans developed by a non-governmental organization in cooperation with a governmental entity can be included.

COMPLETED PROJECTS should implement actions called for in a sustainable development or port or waterfront redevelopment plan.

SUSTAINABLE DEVELOPMENT PRACTICES can include mixed land uses, compact building design, and walkable neighborhoods; preservation of open space, farmland, natural beauty, and critical environmental areas; directing development towards existing communities; and collaboration in development decisions by the community and stakeholders.

PORT OR WATERFRONT REDEVELOPMENT can include economic development; land acquisition or protection through easement; rehabilitation or acquisition of piers for public use; rehabilitation of bulkheads for improved public safety or access; removal or replacement of pilings to provide increased recreational use; zoning or other development ordinances to support redevelopment; and visioning and other public involvement processes.

1.	Number of coastal communities that developed or updated sustainable development ordinances, policies, and plans with assistance from CMP funds.	0
2.	Number of coastal communities that completed a project to implement a sustainable development ordinance, policy, or plan with assistance from CMP funds.	0
3.	Number of coastal communities that developed or updated port or waterfront redevelopment ordinances, polices, and plans with assistance from CMP funds.	0
4.	Number of coastal communities that completed a project to implement a port or waterfront redevelopment ordinance, policy, or plan with assistance from CMP funds.	0