

**Agreement for the Donation of Certain Improvements Between
Houston Audubon Society and Galveston County, Texas**

This Agreement for the Donation of Certain Improvements to Bolivar Peninsula ("Agreement") is made and entered into by and between The Houston Audubon Society ("Houston Audubon Society" or "Donor"), a 501(c)(3) non-profit charitable organization, and the County of Galveston, Texas ("Galveston County"), acting by and through its Commissioners Court. Houston Audubon Society and Galveston County may be referred to herein, individually, as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, Galveston County owns Fort Travis Park, located at 800 Anderson Avenue, Port Bolivar, Galveston County, Texas; Lauderdale Boat Ramp, located at the end of Yacht Basin Road, Bolivar Peninsula, Galveston County, Texas; 17th Street right of way, adjacent to the North Jetty, Bolivar Peninsula, Galveston County, Texas; and a parking lot located at 1234 Faggard's Slip Road, Bolivar Peninsula, Galveston County, Texas (together the "Improvement Sites"); and

WHEREAS, Houston Audubon Society conducts activities on the Bolivar Peninsula in Galveston County, Texas in furtherance of its mission to advance the conservation of birds and their habitats; and

WHEREAS, Houston Audubon Society received grant monies from the Texas Commission on Environmental Quality ("TCEQ"), in part, to promote and protect coastal habitats on the Bolivar Peninsula, using environmental Deep Water Horizon RESTORE Act grant funds and desires to install a new septic system at Fort Travis Park ("Septic System"), and Galveston County wishes to accept the same; and

WHEREAS, in addition, Houston Audubon Society wishes to donate improvements of a parking lot located at 1234 Faggard's Slip Road ("Parking Lot Improvements"), and Galveston County wishes to accept the same; and

WHEREAS, in addition, Houston Audubon Society wishes to donate certain informational signage ("Signage") described in Exhibit A, attached hereto, which is related to the mission and purpose of the Houston Audubon Society and nature tourism on the Bolivar Peninsula, and Galveston County wishes to accept the same; and

WHEREAS, as used herein, "Septic System", "Parking Lot Improvements," and "Signage" collectively the "Work".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

ARTICLE II
GENERAL TERMS REGARDING INSTALLATION OF SEPTIC SYSTEM AND PAVING

2.1 Houston Audubon Society agrees to make and Galveston County agrees to accept an in-kind donation of the replacement of a Septic System at Fort Travis Park and Parking Lot Improvements at 1234 Faggard's Slip Road.

2.2 Houston Audubon Society shall bear all costs and burdens related to the removal and replacement of the Septic System at Fort Travis Park and Parking Lot Improvements at 1234 Faggard's Slip Road, including but not limited to procurement of vendors, design, construction, and oversight. Donor is responsible to make full, direct payment to its chosen vendors.

2.3 Galveston County shall bear all responsibility for the design criteria for the Fort Travis Septic System. The design capacity will be based on the current system design as approved in OSSF Permit 8485 on August 11, 1998, and a minimum of one year of current water bills reflective of anticipated system usage. Galveston County shall be responsible for providing all design information required by the Septic System design contractor and the Galveston County Health District. The County Engineer's approval is required for the capacity of the septic system prior to the start of the septic system design by the contractor.

2.4 Donor shall submit and the County Engineer, on behalf of Galveston County, shall promptly (within two weeks or less) review and either approve or provide comments to Donor's plans for the Septic System and Parking Lot Improvements ("Site Plans"), including a proposed timeline for completion. If the County Engineer does not approve of the Site Plans and instead provides comments to the same, Donor shall have the right to revise and resubmit its Site Plans to the County Engineer. In such case, the County Engineer shall review and either approve or provide further comments to the Site Plans. This process shall continue until the Site Plans are approved by the County Engineer. Site Plans for Parking Lot Improvements and the Septic System may be submitted separately.

2.5 Donor is responsible to obtain any and all other approvals as may be required of either Donor or Galveston County to complete the Septic System and Parking Lot Improvements from all governing federal, state, and local authorities. Donor also assumes all responsibility for the compliance of the Septic System and Parking Lot Improvements with any and all federal, state, and local laws, regulations, and rules; all applicable deed restrictions and covenants on the Improvement Sites; and all grant requirements which may govern or restrict the Improvement Sites.

2.6 Donor may begin to work on the Septic System and Parking Lot Improvements only after the Site Plans have been approved as required under Paragraphs 2.3, 2.4, and 2.5 above.

2.7 Donor shall notify the County Engineer once either or both the Septic System and Parking Lot Improvements have been completed. The County Engineer will then inspect the Improvement Sites to ensure that the Septic System and Parking Lot Improvements have been completed in accordance with the agreed-upon Site Plans. Donor is responsible to obtain final approval from all governing federal, state, and local authorities of the Work described herein.

2.8 Donor is responsible for curing any and all deficiencies identified by the County Engineer, Galveston County Parks Director, Army Corps of Engineers, Texas Commission on Environmental Quality and any other federal, state, or local regulatory authority relating to or arising out of the Work. Donor is responsible for compensating Galveston County for all costs and expenses incurred by Galveston County in remedying any deficiencies Donor fails to correct.

ARTICLE III GENERAL TERMS REGARDING INFORMATIONAL SIGNAGE

3.1 Houston Audubon Society shall be responsible for the design of the Signage, subject to the approval of Galveston County, and shall bear all costs and burdens associated with the same.

3.2 Donor shall submit the proposed Signage design to the Galveston County Road and Bridge Director for review and approval. The design shall include signage location. If the Galveston County Road and Bridge Director requests any revisions, the Donor shall make such revisions as are requested and resubmit the Signage design to obtain the approval of the Galveston County Road and Bridge Director.

3.3 Donor is responsible to obtain any and all other approvals as may be required of either Donor or Galveston County to complete the Signage from all governing federal, state, and local authorities. Donor also assumes all responsibility

for the compliance of the Signage with any and all federal, state, and local laws, regulations, and rules; all applicable deed restrictions and covenants on the Improvement Sites; and all grant requirements which may govern or restrict the Improvement Sites.

3.4 Donor may begin to work on Signage creation and installation only after the Sign Plans have been approved as required under Paragraphs 3.2 and 3.3 above.

ARTICLE IV OBLIGATIONS OF THE PARTIES

4.1 Galveston County grants Houston Audubon Society the right, privilege, and license to use and access the Improvement Sites in order to fulfill its obligations under this Agreement. Galveston County will provide supporting documentation for the Notice to Proceed required by the US Department of Treasury including deeds and clear title to the properties.

4.2 Houston Audubon Society shall perform its obligations under this agreement in accordance with the terms and conditions of the Bolivar Peninsula Nature Trail Contract, entered into between Houston Audubon Society and TCEQ, attached hereto as Exhibit B. Galveston County shall comply with applicable terms and conditions of the RESTORE Act and the contract between the TCEQ and Houston Audubon Society.

4.3 Houston Audubon Society shall be responsible for the repair of any damage to the Improvement Sites incurred during the course of fulfilling its obligations under this Agreement. In repairing such damage, Houston Audubon Society must restore the affected property to its condition prior to the commencement of its activity, excluding the improvements themselves. Donor is responsible to remedy any damages done by anyone acting on Donor's behalf, including but not limited to employees, volunteers, contractors, subcontractors, or suppliers.

4.4 Galveston County shall have complete ownership of the Work, together with any and all modifications or improvements to the Improvement Sites or other property at the Improvement Sites upon completion of the Work. Donor's responsibilities do not include any ongoing maintenance or repairs after acceptance of the Work by the County. Ongoing maintenance will be done at the expense of the County for the duration of the Estimated Useful Life ("EUL") of the improvements. Notice of Federal Interest ("NFI") will be recorded by Galveston County for the duration of useful life per 2 CFR 200.311 for all Improvement Sites. The NFI must be acceptable to Houston Audubon Society, the Texas Commission on Environmental Quality (TCEQ), and, unless notified otherwise by TCEQ, the U.S. Department of the Treasury.

ARTICLE V
TERM, REMEDIES, AND DISPUTES

5.1 The term of this Agreement shall commence on the date indicated by the last signature of the Parties and shall continue until the improvements described herein have been made and all final approvals have been obtained, unless either Party terminates this Agreement as provided by this Article.

5.2 Either Party may terminate this agreement with or without cause or for convenience with 30 days written notice to the other Party. Upon termination under this paragraph, Donor shall promptly conclude any activity involving the improvements described herein, repair any damage made to the area for which the improvements were placed, and proceed with notification to the Director and any other federal, state, and local regulatory authority as required.

5.3 Except as otherwise specified herein, the rights and remedies of each Party under this Agreement shall be cumulative and shall not exclude any other rights or remedies the Parties may have at law or in equity.

ARTICLE VI
NO WAIVER OF IMMUNITY

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers, as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, no provision in this Agreement prohibits any other Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

ARTICLE VII
NOTICE

All notices, requests, demands, and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by email or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. All such notices, requests, demands, and other communications shall be deemed to have been received by the addressee, as follows: if by first class certified mail, three (3) days following mailing; if by email, immediately following transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands, and other communications shall be sent to the following addresses:

To Donor:

Houston Audubon Society
ATTN: Jed Aplaca _____
440 Wilchester Boulevard
Houston, Texas 77079
Email: japlace@houstonaudubon.org

With a copy to:

Email: psmolen@houstonaudubon.org

To Galveston County:

County of Galveston
ATTN: Galveston County Judge
722 Moody Avenue, Floor 2
Galveston, Texas 77550

With a copy to:

Director, Department of Parks and Cultural Services
Galveston County Parks Department
4102 Main Street
La Marque, Texas 77568
Email: martha.lee@galvestoncountytexas.gov

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Nature of Relationship. The status of Donor under this Agreement shall be that of a charitable donor and independent contractor and not that of an agent, and in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party.

8.2 Insurance Requirements. Donor shall cause any contractors, subcontractors, or other entities working on the Property on Donor's behalf to obtain and maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability,

with combined single limits as listed below or as may be required by state or federal law, whichever is greater. Galveston County must be listed as an additional insured on the policy and shall be provided with no less than thirty (30) days prior notice of any changes to the policy during the term of this Agreement.

For damages arising out of bodily injury to or death of one person in any one incident: ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

For damages arising out of bodily injury to or death of two or more persons in any one incident: THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.

For any injury to or destruction of property in any one incident: ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Donor shall be responsible for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, and other coverages as required by law. Donor shall ensure that all of its contractors, subcontractors, and anyone acting for Donor pursuant to this Agreement complies with this paragraph.

8.3 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

8.4 Venue and Jurisdiction. Exclusive venue for any actions or disputes relating to or arising from this Agreement shall be in a court of competent jurisdiction in Galveston County, Texas.

8.5 Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof, nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

8.6 Assignment. Donor may not assign, transfer, or delegate this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of Galveston County.

8.7 No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any person or third-party so as to constitute any such person or third-party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

8.8 **Compliance with Law.** The Parties, including any officers, employees, agents, volunteers, or contractors working in furtherance of this Agreement, will observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement.

8.9 **Headings and Construction.** The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole, and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices and Attachments referenced in this Agreement are incorporated in and form a part of this Agreement.

8.10 **Severability.** If any term or provision of this Agreement shall be deemed unenforceable or invalid or illegal in any respect, the unenforceability, invalidity, or illegality shall not affect any other term or provision of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid, or illegal term or provision had never been contained herein.

8.11 **Entire Agreement.** This Agreement, including any exhibits and other documents referred to herein, shall constitute as the complete agreement between the Parties and shall supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. This Agreement may be amended only by mutual written agreement signed by the Parties.

8.12 **Counterparts.** This Agreement may be executed in one or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

ARTICLE IX INDEMNIFICATION

DONOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GALVESTON COUNTY AGAINST ANY AND ALL CLAIMS, LIABILITIES, CASES, ACTUAL OR THREATENED ENFORCEMENT, LEGAL ACTIONS, PENALTIES, FINES, OR DAMAGES WHATSOEVER ARISING IN WHOLE OR IN PART FROM

OR RELATED TO THIS AGREEMENT OR THE WORK, INCLUDING ANY DEGREE OF MIXED FAULT OF DONOR AND GALVESTON COUNTY, BUT EXCLUDING THE SOLE ACTS OR OMISSIONS OF GALVESTON COUNTY. FOR THE AVOIDANCE OF DOUBT, DONOR'S INDEMNITY OBLIGATION SPECIFICALLY INCLUDES ANY CLAIMS BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY THAT THE WORK DOES NOT COMPLY WITH ANY STATUTE, REGULATION, RESTRICTIVE COVENANT, DEED RESTRICTION, OR GRANT REQUIREMENT APPLICABLE TO EITHER THE LICENSEE OR GALVESTON COUNTY.

ARTICLE X
AUTHORITY TO ENTER INTO AGREEMENT


The Parties represent and warrant that they are duly authorized to execute this Agreement in the capacities in which each have signed it, and that all necessary permissions, approvals, and formalities have been obtained to make the execution of this Agreement effective and binding.

This Agreement is hereby EXECUTED by the Parties hereto in duplicate counterparts, each of which shall constitute an Original, to be effective as of the date of the latest signature below.

Galveston County:

Donor:

By: 
Signature

By: 
Signature

Mark Henry
Name

Jed Aplaca
Name

County Judge
Title

President & CEO
Title

May 11, 2026
Date

March 9, 2026
Date

Attest: 
Dwight Sullivan, County Clerk



Agreement for the Donation of Certain Improvements
Between Houston Audubon Society and Galveston County, Texas

**Texas Commission on Environmental Quality
Subgrant Reimbursement Contract ("Contract")
CONTRACT SIGNATURE PAGE**

Contract Name: Bolivar Peninsula Nature Trail
Contract Number: 582-23-44934
Performing Party: Houston Audubon Society (HAS)
Identification Number: 237011870
Maximum Authorized Reimbursement: \$2,853,631.00 (Not to Exceed Amount)

Effective Date: Date of last signature
Expiration Date: **October 31, 2024** Last day of Fiscal Year in which the Contract was signed

If checked, this Contract requires matching funds. Match Requirement: N/A
 If checked, this Contract is funded with federal funds.

CFDA Number: 21.015 **UEI Number:** MUREZZ74E4A5
Federal Grant Number: RDCGR480114-01-02

This Contract is entered under: Gov't Code ch. 771 Gov't Code ch. 791 Water Code § 5.124

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and Houston Audubon Society, a Non-profit entity, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas and applicable federal laws.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized organizational functions and TCEQ will reimburse Allowable Costs subject to the Uniform Guidance, 2 CFR Part 200 (Uniform Guidance) and this Contract.

**Texas Commission on Environmental Quality
(TCEQ)**



Authorized Signature

Steven Schar

Printed Name

Deputy Executive Director

Title

5/15/2024

Date



Procurements & Contract Representative

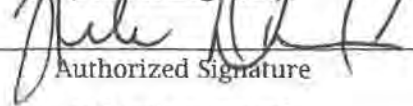
Aaron Stoke - CTCM, CTCD

Printed Name

May 13, 2024

Date

**Houston Audubon Society
(Performing Party)**



Authorized Signature

Helen Drummond

Printed Name

President and CEO

Title

5/9/24
Date of Signature

Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page and marked by an "X." Documents on this list include all amendments. In this Contract, the Contract may be referred to as: "Contract," "Agreement," "Grant Agreement," "Subgrant Contract," or "Subgrant." The term "Award" does not refer to this Contract but to the federal RESTORE Award, and any amended awards issued to the TCEQ and included as Attachment L hereto. The Contract includes all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Federal Section (Including Attachment I and Completed Forms)
- Special Terms and Conditions
- RESTORE Program Terms and Conditions
- Subgrant Activities (including Project Statement - **Attachment A**)
- General Terms and Conditions
- Attachments:**

Attachment A: Project Statement

Attachment B: Estimated Subgrant Budget

Attachment C: TCEQ Financial Status Report (FSR)

Attachment D: Texas Commission on Environmental Quality Release of Claims

Attachment E: FFATA - Federal Funding Accountability and Transparency Act (FFATA) Reporting Form

Attachment F: RESTORE Act Direct Component Certification

Attachment G: Disclosure of Lobbying Activities Form (SF-LLL) and instructions

Attachment H: SF-PPR-Performance Progress Report

Attachment I: Restore Act - Financial Assistance Standard Terms and Conditions and Program-Specific Terms And Conditions (December 2018)

Attachment J: Reserved

Attachment K: Reporting Requirements (Attachment K identifies certain attachments included in this list which must be used to comply with reporting requirements)

Attachment L: Financial Assistance Award (including amendments 1 and 2)

Attachment M: Restore Act Milestone Report

Attachment N: Assurances - Construction Programs

Attachment O: Restore Act Status of Performance Report

Attachment P: Covenant of Purpose, Use and Ownership

Attachment Q: SF-429 - Real Property Status Report

FEDERAL TERMS AND CONDITIONS
[SEE ATTACHMENT I]

This Grant Award is funded by a Federal Financial Assistance Award from the United States Department of the Treasury under ID Number RDCGR480114-01-02. TCEQ as recipient and **Houston Audubon Society** (Performing Party) as subrecipient must follow all applicable requirements of 2 CFR Part 200 and of Financial Assistance Award No. ID Number RDCGR480114-01-02, which includes the Restore Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018) attached to this Subgrant Contract on the following pages. Performing Party must follow all requirements which apply to subrecipients on their face and also must provide all information and perform all activities necessary to enable TCEQ to meet its own requirements as recipient.

SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the RESTORE Program Terms and Conditions and General Terms and Conditions set forth in this Subgrant Contract (except for Restore Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018) which shall take precedence).

1. **Estimated Useful Life.** An Estimated Useful Life (EUL) must be established for expenditures under this Subgrant Contract which Performing Party characterizes as a capitalized asset in accordance with Performing Party's established accounting methods.
2. **Land Improvements.** Any improvements to land which are necessary to complete the Subgrant Activities and are to be funded under this Subgrant Contract must have prior written approval of TCEQ and Treasury.
3. **Notice to Proceed.** Performing Party and any lower tier contractors must not commence construction until Treasury has provided written permission to commence construction. If construction is commenced before receiving permission from Treasury, Performing Party and its contractors proceed at their own risk and might not be reimbursed for costs incurred. TCEQ will provide Treasury with a written request to commence with the required information. Performing Party must provide the required information to TCEQ after the contractor performing the construction is selected and at least **45 calendar** days before construction begins.
4. **Insurance.** Performing Party shall require all contractors and subcontractors providing work to complete the Project to maintain necessary liability and property insurance during all times from the start of construction to completion. Upon request, Performing Party shall produce to TCEQ evidence of insurance coverage, including certificates of insurance; declaration pages; insurance policies; and other related insurance documents.
5. **Prevailing Wage Rates.** If applicable, Performing Party, and its contractors and subcontractors, must comply with all requirements under **Texas Government Code Chapter 2258** regarding prevailing wage rates. Performing Party shall include language in its contracts that flow down applicable requirements of **Texas Government Code Chapter 2258**.
6. **Flow Down Requirements.** Performing Party must ensure that all contracts include provisions that flow down all applicable Federal Terms and Conditions of the Award to TCEQ (Restore Act Financial Assistance

Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018).

7. **Reimbursement Requests.** The following information must be provided with all reimbursement requests.
 - a. Documentation that evidences work performed during the billing period and which costs are being requested in the invoice. The documentation should include all invoices and back-up submitted by Performing Party, and its contractors. The documentation should also include evidence of payments and/or drawdowns of advanced payments for the work being invoiced. The documentation should also include a release of claims for work being invoiced and paid.
8. The Federal Conditions (**Attachment I**) are also referred to as "Restore Act - Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (December 2018)." Either title may be used interchangeably.
9. **Data and Quality.**

The following provisions replace the **DATA AND QUALITY** provision (Article 9) of the General Terms and Conditions:

 - a. **Quality and Acceptance.** Recipient shall ensure that all activities performed under this Subgrant Agreement are complete and satisfactory, and shall ensure that commercially reasonable quality and acceptance criteria, and materials and equipment handling requirements, are included in all contracts for performance of work funded by this Subgrant Agreement.
 - b. **Quality Assurance.** Recipient shall make available to TCEQ and Treasury, upon request, any Quality Assurance Project Plan (QAPP) prepared by recipient or its subrecipients or contractors for work and activities to be performed under this Subgrant Agreement. If any work performed under this Contract involves the acquisition of environmental data that is expected to be used for any program listed in Appendix A of the TCEQ Quality Management Plan (QMP) as amended, that work must be performed in accordance with a QAPP that meets all applicable EPA quality assurance requirements. The TCEQ QMP is updated annually. The latest version of TCEQ QMP is available upon request from TCEQ.
 - c. **Best Available Science.** Each activity funded under this agreement that protects or restores natural resources must be based on the best available science, as that term is defined in 31 CFR Part 34.
 - d. **Laboratory Accreditation.** If any laboratory data or analyses provided under this Contract is subject to 30 Texas Administrative Code Section 25.4, it must be prepared by a laboratory that is

accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6. However, the parties do not anticipate that any laboratory data and analyses performed under this Subgrant Agreement will be subject to 20 TAC Section 25.4, and therefore, this requirement shall be deemed inapplicable unless TCEQ informs Performing Party, in writing and in advance, of any specific laboratory data or analyses to which this requirement will apply.

10. **Environmental Compliance.** Subgrantee must identify all environmental issues created by the project and explain how these have been or will be addressed and resolved. This information, if applicable, must be provided in Subgrantee's Work Plan.
11. **Compliance with Special Award Condition.** Performing Party must comply with all requirements of the award (RDCGR480114-01-02) including Special Award Conditions (SACs).

Special Award Condition:

SAC Number: SAC3

SAC Text: (Updated with RDCGR480114-01-02): Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the subrecipient's procurement policies and procedures or the subrecipient's self-certification of its procurement systems per 2 CFR § 200.324. (Superseded by 2 CFR § 200.325(c)(2))

12. **Disposition.** In accordance with federal regulations, in the event of Performing Party's non-compliance, or in the event that the Property is no longer needed or can no longer serve the purpose for which it was acquired under this Grant Contract, then Performing Party shall request disposition instructions from TCEQ and Treasury.
13. **Recording of Federal Interest.** Performing Party must record a Covenant of Purpose, Use and Ownership against the Property which includes language set out in **Attachment P**, attached.
14. **Close Out.** Performing Party must submit all final documentation - including final invoice(s), backup for costs requested to be reimbursed, release of claims, final reports (accepted by TCEQ); inventory of any unused supplies and equipment with a present value over \$5,000, project photographs, and as-built plans - prior to the **45th calendar day** after the subgrant end date (expiration date). Time is of the essence to comply with this deadline as TCEQ will be required to meet close out deadlines for the award established by Treasury.

15. **Title VI and LEP (Limited English Proficiency) Compliance.** Performing Party must comply with Title VI and LEP requirements. Performing Party must conduct an analysis to determine what actions are necessary for the grant activities to meet Title VI and LEP requirements. Performing Party shall coordinate with TCEQ regarding its findings and proposed plan to ensure Title VI and LEP compliance for grant activities including written materials and signage information presented in alternative languages other than English. TCEQ shall have the ability to provide Performing Party with comments.

END OF SPECIAL TERMS AND CONDITIONS

RESTORE PROGRAM TERMS AND CONDITIONS

These Restore Program Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the General Terms and Conditions set forth in this Subgrant Contract (note that the Restore Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018) and the Special Terms and Conditions shall take precedence over these Restore Program Terms and Conditions).

1. FEDERAL FINANCIAL ASSISTANCE AWARD

Performing Party must comply with all conditions applicable to Performing Party as a subrecipient set out in the Award received from Treasury, including those set forth in the Federal Section attachment. All activities and costs under the Subgrant Contract must be eligible in accordance with the RESTORE Act under 33 USC 1321(t)(1); the Uniform Guidance (2 CFR Part 200); 31 CFR Part 34 (U. S. Department of the Treasury Regulations for RESTORE); and all applicable federal and state laws and regulations.

2. BUDGET AND ALLOWABLE COSTS

2.1. Budget

2.1.1. Performing Party must comply with the budget in the Work Plan approved by TCEQ. The Budget and all amounts set out in line items shall be subject to the Award and its conditions. Performing Party may transfer funds among direct cost categories without further approval provided such transfers do not exceed in the aggregate ten (10) percent of the total budget. Performing Party must request a work plan amendment showing all transfers, including those that do not exceed in the aggregate 10 percent of the total budget. Upon approval by TCEQ, the amended work plan will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The ten percent (10%) limit does not reset with the approval of each amended work plan. The 10% threshold only resets when an amendment is signed by the parties, reflecting changes to the budget.

2.1.2. For those proposed transfers that exceed the 10 percent threshold, a request with justification of purpose must accompany an amended work plan prior to funds being expended. Approval must be received from TCEQ before the project can move forward. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.

2.2. All reimbursed costs must be allowable under the RESTORE Act under 33 USC 1321(t)(1); the Uniform Guidance (2 CFR Part 200); 31 CFR Part

34 (U. S. Department of the Treasury Regulations for RESTORE); and all applicable federal and state laws and regulations.

3. REIMBURSEMENT REQUESTS

3.1. Invoices – Request for Payment

Using **Attachment C (Financial Status Report)**, Performing Party must electronically submit all invoices in pdf format, to the following e-mail address: RestoreGrants@tceq.texas.gov. The subject line of the email must contain the following information: 1) Performing Party's Project Name; 2) (Last 5 digits of the contract number); 3) FSR; - 4) month and year of the FSR. (e.g., "**Bolivar Peninsula Nature Trail (44934) FSR - Aug 2023**"). The invoice must be legible and shall be in U.S dollars and cents. Performing Party will invoice TCEQ monthly on the 10th day of each month for reimbursement of the full amount of TCEQ's share of the actual costs up to a not to exceed amount of **\$2,853,631.00**. The actual amount due from TCEQ may be proportionately reduced if the actual costs are less than Performing Party estimates in the Approved Budget from all contributing funding sources.

3.2. Performing Party must require its subcontractors and subgrantees to also invoice on a monthly basis. These costs, along with required documentation set forth in the FEDERAL FINANACIAL ASSISTANCE AWARD of the SPECIAL TERMS AND CONDITIONS in this Subgrant Contract, shall be included in the Performing Party's monthly invoice submission.

3.3. Invoices must also include backup documentation for Performing Party and subcontractor costs. Invoices should include only requests for reimbursement of costs of work performed which is readily identified in the FSR.

3.4. Supporting Documentation

Performing Party will establish and maintain records of costs in accordance with the Uniform Grant Guidance (2 CFR Part 200) and generally accepted accounting principles and practices. With each invoice, Performing Party will submit, in a format acceptable to TCEQ, an itemized breakdown of costs, together with supporting documentation. Reimbursable items in the invoice must have corresponding copies of receipts with dates, prices, and item descriptions clearly legible in order for payment to be rendered, including copies of: utility bills, repair part receipts, hotel receipts (credit card receipt and hotel receipt), meal receipts, and airline tickets.

3.4.1. **Personnel Costs.** For requests for reimbursement of personnel costs, Performing Party must provide information

in the FSR which, at a minimum, identifies the task and/or deliverable worked upon for the time charged. If costs are based upon an estimated percentage of time, Performing Party must certify such estimated time through an after the fact certification described in section 22 of the RESTORE Program Terms and Conditions below.

3.5. Legibility and Organization

If a receipt is not legible, TCEQ may request additional information, disallow the amount, or reject the invoice. Each group of receipts must be separated by a tally sheet itemizing each receipt with a total. (For example, all hotel receipts are grouped together with a tally sheet itemizing each receipt.) Please note that this requirement is designed to expedite payment to the Performing Party.

3.6. Release of Claims

As a condition to final payment or settlement, or both, Performing Party shall complete and deliver to TCEQ a release of all claims against the TCEQ with the final invoice. Performing Party shall use the form provided under **Attachment D** for the Release of Claims.

4. MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT

This Subgrant Contract has been authorized by TCEQ management up through the Maximum Authorized Reimbursement shown on the Contract Signature Page. Total TCEQ expenditures under this Subgrant Contract must not exceed the Maximum Authorized Reimbursement over the entire term of the Subgrant Contract, unless this Subgrant Contract is amended in writing in accordance with the terms of this Subgrant Contract. The Maximum Authorized Reimbursement is a not-to-exceed maximum amount which is available for reimbursing reasonable and allowable costs. These funds are authorized by TCEQ only to the extent of Treasury's authorization and only up to the total amount of actual costs that are reasonable, necessary, and allowable for reimbursement.

5. AUTHORITY FOR INDIRECT RATES

If applicable, Performing Party must comply with the Uniform Grant Guidance (2 CFR Part 200) relating to indirect cost rates and provide TCEQ with a copy of their approval letter from the appropriate cognizant federal agency.

6. GRANTEE PERFORMANCE EVALUATION

Performance evaluations are a part of the TCEQ review of the Performing Party, and may be a factor in the selection of future grants. The TCEQ may provide this information to state agencies and others. Performing Party consents to the disclosure of any information or opinion in the evaluations, excluding any protected personally identifiable information (PII) or

confidential information described under Article 9 (Public Information Act) below.

7. SUSPENSION OF WORK

At any time and without cause, TCEQ may suspend the Work or any portion thereof by providing notice in writing to Performing Party. If Work is to be resumed by the Performing Party, TCEQ will notify Performing Party of the date on which Work will be resumed, and Performing Party shall resume the Work on the date so specified.

8. PUBLICITY AND REPORTING

- 8.1. Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Subgrant Contract or activities performed or funded under it, and to promptly inform TCEQ prior to release to the news media of information related to this Subgrant Contract or activities performed or funded under it. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 8.2. Any publication related to work funded under this Agreement shall include the following notice.

This project was paid for [in part] with federal funding from the Department of the Treasury through the State of Texas under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the State of Texas or Department of the Treasury.

9. PUBLIC INFORMATION ACT

Documents and records created in connection with this Subgrant Contract or activities funded under it are governed by the Texas Public Information Act (PIA) and may be subject to public release under the PIA, regardless of whether they are created by the TCEQ, Performing Party, or (in most cases) by a subrecipient, or (in some cases) by a subcontractor.

TCEQ has primary responsibility for complying with the PIA.

For records in the possession of TCEQ: Performing Party agrees that TCEQ shall have the discretion to determine whether information in its possession should be released or whether an exception should be pursued from the Texas Attorney General. If Performing Party submits information to TCEQ which it believes is subject to a PIA exception and should not be released, it shall mark each page of such information with "CONFIDENTIAL; INFORM

PERFORMING PARTY AND SEEK OAG OPINION PRIOR TO RELEASE" or a similar statement.

For records in the possession of Performing Party, a subrecipient, or a subcontractor. If Performing Party, a subrecipient, or a subcontractor receives a PIA Request, it must immediately transfer to the TCEQ a copy of the request and all documents which are responsive to the request. If the entity receiving the PIA request is not in a direct relationship with TCEQ it must deliver a copy of the same to all parties in privity of contract between it and TCEQ. Performing Party shall ensure that its contracts set out language to enforce these requirements.

10. OTHER FUNDING SOURCES

If Performing Party or a subrecipient receives funding from sources (including public or private entities) other than this Subgrant Contract and uses those funds to supplement funding for projects being funded using Subgrant Contract funds, then Performing Party must disclose such funding as early as possible and in any case prior to making financial commitments or expenditures using those funds. In accepting or expending those funds, Performing Party must avoid duplication of effort and conflicts of interest. If Performing Party or a subrecipient anticipates or reasonably should anticipate that acceptance or expenditure of those funds might lead to an actual or apparent duplication of effort or conflict of interest, Performing Party shall promptly notify TCEQ. Without prejudice to TCEQ's rights to do so under other provisions of this Subgrant Contract, TCEQ may impose additional requirements under this Subgrant Contract, or suspend or terminate all or a portion of this Subgrant Contract, if in TCEQ's judgment it is necessary to prevent duplication of effort or conflict of interest. To the extent possible (depending in part on the amount of notice given to TCEQ of the potential duplication or conflict), TCEQ will provide Performing Party reasonable notice of its intended action, and in any event will use its best efforts to inform Performing Party of its intended action before Performing Party has made any commitment involving the acceptance or expenditure of those funds.

Without prejudice to the legal and contractual rights of federal or state auditors (including TCEQ auditors and contract management staff) to review records related to this Subgrant Contract, the parties acknowledge their intent that this provision apply to funds used to pay expenditures directly related to Subgrant Activities (including capital acquisitions) funded through this Subgrant Contract. Performing Party must identify payments of all project costs, including payments using funds other than RESTORE funds. TCEQ must be able to track the payment of all funds in addition to RESTORE funds, as required by Treasury.

11. CONTINUING OBLIGATIONS

Performing Party must cooperate with TCEQ in complying with all continuing reporting obligations of Treasury for the Award, including yearly data report submissions, status or real property reports at determined multi-year frequencies and other reporting requirements of Treasury. See **Attachment K** for reporting requirements.

12. BONDS

Performing Party shall be responsible for securing all bid, payment and performance bonds necessary to comply with requirements under 2 CFR Part 200, including §200.326. Upon request, Performing Party shall provide evidence to TCEQ documenting compliance with §200.326.

13. REPORTS/MEETINGS

Performing Party shall provide TCEQ with a quarterly Performance Report (**Attachment H**) and a quarterly Milestone Report (**Attachment M**) and quarterly Status of Performance Report (**Attachment O**) in accordance with requirements set out in **Attachment K**.

Upon reasonable notice by TCEQ, Performing Party shall attend meetings with TCEQ staff to discuss the progress of the project and other issues relating to the Subgrant Contract or reimbursement of costs.

14. RECORDING FEDERAL INTEREST

Treasury shall have a federal interest as defined in 2 CFR 200.41 in the Property or monies used in the acquisition of the Property and shall have a right to recover the Property or monies from Performing Party in the event of noncompliance in accordance with 2 CFR 200.338. Performing Party must record a Covenant of Purpose Use, and Ownership (Covenant) against the Property which includes language set out in **Attachment P**, attached. Performing Party shall provide TCEQ an Attorney Certification of Recording reflecting the recording of the Covenant which comports to language set out in **Attachment Q**, attached.

15. RETURN OF GRANT FUNDS

TCEQ's subaward to Performing Party is conditioned upon Performing Party's compliance with the terms and conditions of the subaward, including applicable federal terms and conditions. TCEQ, as the recipient of the federal award, must flow down obligations in the federal award to any subrecipient and ensure compliance. By accepting this subaward, Performing Party acknowledges these conditions and accepts these obligations, including providing TCEQ and Treasury reasonable access to conduct an audit. Performing Party further acknowledges that payments made to Performing Party are conditioned upon compliance with terms and conditions of the subaward and subject to TCEQ's and Treasury's right to require the return of funds based upon the results of an audit.

16. CHANGES IN TOTAL PROJECT COSTS

- 16.1. **Decrease in Total Project Costs.** If the actual Total Project Costs are less than the Estimated Total Project Costs stated in the approved Work Plan Budget, the Parties may amend the Contract to reflect the decrease. If required by the award, the amended amount may include a reduction of the final Reimbursement Costs determined by a percentage basis that is equal to or less than the percentage for RESTORE funds originally budgeted. By way of example, if RESTORE funds make up 20% of the original Total Project Budget of \$1,000,000 requiring RESTORE funds to be paid out in the amount of \$200,000 and the actual Total Project costs were only \$800,000 (decrease), then RESTORE funds would have a corresponding decrease to \$160,000 as Reimbursement Costs of the actual Total Project Costs.
- 16.2. **Increase in Total Project Costs.** If Performing Party cannot complete the project for the amount stated in the approved Work Plan Budget amount, the Parties may amend the Contract to: 1) modify or reduce the scope of the grant activities; or 2) amend the approved Work Plan Budget to allocate additional funds (other than RESTORE funds). In no event shall TCEQ be required to reimburse costs in excess of the approved Work Plan Budget amount unless approved in writing by TCEQ and Treasury.

17. RECORDS, ACCESS, AND AUDIT

- 17.1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Contract. The Performing Party shall maintain fiscal records and supporting documentation for all expenditures of funds pursuant to 2 CFR Part 200, Subparts D and F, as appropriate.
- 17.2. In accordance 2 CFR 200.501(a), the Performing Party shall obtain a single audit if it expends \$750,000 or more a year in federal awards.
- 17.3. Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive any audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Section.

18. MISCELLANEOUS FLOW DOWN PROVISIONS

Performing Party must comply with all award requirements which include clauses that address the areas set out below. If the language in the award has a materially different legal effect than the following, the award language shall prevail.

- 18.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.2. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18.4. Federal Funding Accountability and Transparency Act (FFATA) Reporting

18.4.1. In accordance with 2 CFR Part 25, entities that receive subawards from TCEQ that are funded wholly or partially with federal funds must (1) be registered in the Central Contractor Registration (CCR) prior to submitting an application or plan or entering into an agreement; (2) maintain an active CCR registration with current information at all times while the application or plan is under consideration by TCEQ or during the term of the agreement; and (3) provide its Data Universal Numbering System (DUNS) number in each application or plan it submits to TCEQ, unless an exemption applies.

18.4.2. No funds may be received or awarded until Performing Party has complied with these requirements and provided a valid DUNS number.

18.4.3. Additionally, in accordance with 2 CFR Part 170, if certain elements are met, Performing Party must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year.

18.4.4. These elements are found on the TCEQ Federal Funding Accountability and Transparency Act Reporting Form (**Attachment E**), which must be completed and provided to TCEQ no later than the Performing Party's date of signature on this agreement.

18.5. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 18.6. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.7. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.9. **Procurement of Recovered Materials.** If Performing Party is a state agency or agency of a political subdivision of a state, Performing Party and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.10. Prohibition on Use of Federal Funds for Lobbying and Litigation.

The Performing Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Performing Party agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government in connection with obtaining any federal contract, grant, or other award, or in litigation against the United States unless authorized under existing law.

The Performing Party shall submit to the TCEQ the EPA Certification Regarding Lobbying form and if applicable, the Disclosure of Lobbying Activities form. The Performing Party must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

18.10.1. Attachment F - Certification Form. Complete and return with signed Contract. This Form contains certifications required by Treasury as part of RESTORE funding. The certification includes the prohibition of the use of Federal appropriated funds in connection with lobbying. If at any time during the course of the Subgrant Contract Performing Party has any federal lobbying to report, Performing Party must provide a Disclosure Regarding Lobbying Form (SF-LLL) to the TCEQ Project Representative, with quarterly updates. See, **Attachment G.**

19. Project Assurances.

TCEQ, as part of the application process for the award to fund Subgrantee's project, was required to provide Treasury certain assurances regarding Subgrantee's project. TCEQ is flowing these same assurances down to Subgrantee as a requirement of the Subgrant Contract. This assurances document is attached as **Attachment N**, titled: **Assurances - Construction**. **Attachment N** must be signed by an authorized official and returned with the signed Contract.

- 20. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Performing Party is prohibited from: (1) obtaining or expending grant funds to procure or obtain the covered technology directly (per 2 CFR § 200.216(a)(1)); and (2) using grant funds to enter into contracts or subawards (or extend or renew contracts or subawards) with entities that use or provide covered telecommunications equipment or services as described in 2 CFR § 200.216 and Public Law 115-232, Section 889. This prohibition includes in-kind contributions. This provision is subject to the exceptions provided in Public Law 115-232, Section 889. This clause must be included in any contract or subaward entered by Performing Party.
- 21. Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, and to the maximum extent practicable, appropriate, and consistent with applicable law, Performing Party will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this provision must be included in all subawards, contracts, and purchase orders for work or products funded by this award.
- 22. Religious Liberty.** Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
- 23. UEI.** Wherever in the Subgrant Contract there is a reference or requirement for providing a DUNS number, such reference or requirement should be read to mean a Unique Entity ID (UEI) Number.

END OF RESTORE PROGRAM TERMS AND CONDITIONS

SUBGRANT ACTIVITIES

I. Background

Enacted in July 2012, the RESTORE Act dedicates 80 percent of certain Clean Water Act administrative and civil penalties related to the Deepwater Horizon oil spill to a Gulf Coast Restoration Trust Fund (RTF) and outlines a structure by which the funds can be utilized to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. In order to carry out certain functions of the RESTORE Act, the United States Department of the Treasury (Treasury) is responsible for the administration of funds allocated to Gulf Coast States for eligible activities identified under 33 USC 1321(t)(1)(B). As a condition of receiving funding, recipients and their subrecipients must meet requirements imposed by Treasury to ensure that funds will be used in accordance with the applicable provisions under the RESTORE Act.

TCEQ published a Request For Grant Applications (RFGA) seeking eligible projects which proposed eligible activities listed under 33 USC 1321(t)(1)(B)(i) and (ii). The RFGA process included a competitive selection process using a scoring criterion to identify projects eligible for funding. Eligible projects were selected for inclusion in a draft Multi-year Implementation Plan (MIP) which was posted for public comment. A final MIP including selected eligible projects was submitted to Treasury for acceptance for funding. As Treasury issues their approval of project applications, they issue Federal Financial Assistance Awards to TCEQ.

II. Federal Financial Assistance Award

The United States Department of the Treasury (Treasury) issued a Financial Assistance Award ID# RDCGR480114-01-02 ("Award"), with a grant period beginning January 10, 2023 awarding funding, including the **Bolivar Peninsula Nature Trail** project ("Project"). The amount included for the Project is an amount not to exceed \$2,853,631.00 (see Subrecipient Budget for Bolivar Nature Trail Project), with an estimated total project cost of an amount not to exceed \$2,853,631.00. The terms and conditions of the Award are fully incorporated into this Subgrant Contract by this reference and shall be binding upon the Performing Party as conditions for receiving funds under the Subgrant Contract. The Award to TCEQ is not a Research and Development award.

III. Subgrant Purpose

The purpose of this Subgrant Contract is to implement the purposes of the federal Award to TCEQ.

The objective of the Bolivar Peninsula Nature Trail Project is to develop a tourism route, connecting nature and recreation sites on the Bolivar Peninsula in Galveston County. Funding will be used to develop visitor

facilities, design, and implement a cohesive wayfinding system, and conduct habitat protection and enhancement. The Bolivar Peninsula Nature Trail (BPNT) project was developed by a diverse group of stakeholders with the shared mission to expand nature-based recreational opportunities and environmental education and outreach for High Island and the Bolivar Peninsula.

The Bolivar Peninsula is home to a unique set of coastal, upland, and marshland habitats. This project shall develop the Bolivar Peninsula Nature Trail—a tourism route connecting 12 nature and recreation sites on the Bolivar Peninsula in unincorporated Galveston County. The 12 nature trail sites included will introduce visitors to each of the major habitat types found on the Peninsula. This project will have environmental benefits both directly—through enhancement activities—and indirectly through education, promotion, and stewardship.

Improvements from this project will help promote the economic and ecological resiliency of the Bolivar Peninsula through increased nature-based visits to wild places. Wildlife activity will be enhanced by controlling access to the sites by vehicles and pedestrians. Improvements to manage public access to Bolivar Peninsula Nature Trail sites will reduce encroachment on sensitive habitat and manage litter, runoff, and other forms of human-caused pollution.

A more detailed description of the project is set out in **Attachment A (Project Statement)**.

IV. Responsibilities of the Parties

A. TCEQ Responsibilities

1. Treasury has awarded TCEQ a grant to fund Performing Party's Project ("Award"). TCEQ will notify Performing Party of Treasury's Award and any conditions of the Award, including subsequent amendments. TCEQ's responsibilities in the Subgrant Contract to Performing Party are fully contingent upon the continuance of Treasury's Award and further subject to any and all Award conditions.
2. TCEQ will review the Performing Party's submitted Work Plan(s) (see below in Section IV.B.9.) and approve or provide reasons for its non-approval. Unless otherwise approved by TCEQ in writing, Performing Party may not commence any work until TCEQ has approved Performing Party's Work Plan. Performing Party's Work Plan, including any amendments, approved by TCEQ shall become a Subgrant Contract Document and incorporated into the Subgrant Contract by this reference.
3. TCEQ, as the grantor, will reimburse Performing Party up to the amount of funds awarded by Treasury for the Project

("Reimbursement Costs"), for work described in the Project Statement (**Attachment A**) and Approved Work Plan. Reimbursement Costs for the Project have been set at amount not to exceed [REDACTED] of the total Project Costs. TCEQ's responsibility to reimburse Performing Party is contingent upon Performing Party's compliance with the obligations under the Subgrant Contract, including all Award conditions.

4. TCEQ will notify Performing Party of all approvals by Treasury required as part of Treasury's process. TCEQ will provide Treasury with a written request for permission to commence construction. Before Treasury will provide permission to commence construction, Treasury must determine that the award of all contracts complies with the scope of the project and all terms and conditions of the Award, and all necessary permits have been obtained.
5. TCEQ will request payment from Treasury for Reimbursement Costs in order to meet the funding requirements and in accordance with funding procedures to be agreed to by the Parties upon approval of the Work Plan(s).
6. TCEQ will monitor and oversee Performing Party's compliance with requirements of the Subgrant Contract, including reviewing deliverables; reviewing reports; requiring proper documentation of reimbursed costs; performing site visits; and reporting to Treasury. TCEQ may utilize a contractor(s) to perform monitoring services. In such cases, Performing Party shall provide TCEQ contractors access and provide necessary cooperation and coordination.

B. Performing Party Responsibilities

1. Performing Party must perform all work in accordance with the terms and conditions of the Subgrant Contract, including all Award conditions.
2. **Contracts.** Performing Party, as subgrantee, must enter into written contracts for any subgrant activity performed as part of this Subgrant Contract. All contracts Performing Party enters must flow down applicable Federal Terms and Conditions set out in **Attachment I**. Contracts must also comply with 2 CFR Part 200, including Section 200.327 by including all required contract provisions set out in Appendix II of Part 200. Performing Party shall, upon request, provide TCEQ with a copy of all signed contracts for any of the subgrant activities.
3. **Procurement Process.** Performing Party shall comply with all applicable requirements of 2 CFR Part 200 regarding procurement

of goods and services for which reimbursement is sought under this Subgrant Contract. Performing Party shall have a well-documented procurement system that meets the applicable requirements of 2 CFR 200.317-200.327. Performing Party may self-certify its procurement system under 2 CFR 200.325(c). Performing Party must be able to document that Performing Party's procurements meet requirements of 2 CFR Part 200.

4. **Remedies.** Performing Party must ensure that all contracts for work performed on subgrant activities under this Subgrant Contract contain sufficient provisions to protect the interests of TCEQ and Treasury, including providing necessary remedies to allow for the efficient and timely return of funds paid for costs later determined to be unallowable.
5. **Permits.** Performing Party shall be responsible for ensuring that all necessary permits are obtained from the appropriate regulatory agency required for the completion of all subgrant activities. All permits and any amendments must be provided to TCEQ as deliverables for review and comments. Performing Party must provide evidence, satisfactory to TCEQ and Treasury, that all federal, state, and local permits have been received which are necessary for the completion of the project.
6. **Commencement of Construction.** Performing Party shall not commence construction until after notification from TCEQ that Treasury has provided permission to commence construction.
7. Performing Party must be authorized to perform the subgrant activities and shall be responsible for securing all necessary access agreements from owners of property affected by work required in the completion of the subgrant activities. Performing Party must, upon TCEQ's reasonable request, provide evidence of Performing Party's compliance with this section.
8. Performing Party shall be responsible for providing all necessary oversight and monitoring of its contractors and subcontractors to ensure that all subgrant activities are completed in a proper and timely manner and within the approved budget amounts.
9. Upon signing the Subgrant Contract, Performing Party must provide TCEQ for review and approval, a Work Plan(s) that details the process for completing the subgrant activities, including timeline estimates, milestones, and deliverables. Unless otherwise approved by TCEQ in writing, Performing Party may not commence any work until TCEQ has approved Performing Party's Work Plan. The approved Work Plan will amend the Subgrant Activities (Scope of Work) by providing details including, deliverables with due dates, construction schedule, among other items listed below. The

approved Work Plan will also amend the Estimated Budget by providing details of the estimated costs. The Work Plan shall be incorporated into the Contract upon TCEQ written approval. Each Work Plan must, at a minimum, include the following:

- a. A detailed narrative on Performing Party's approach to completing the subgrant activities (scope of work). The narrative must demonstrate how requirements of the RESTORE Act and conditions of the Award will be met, particularly how Performing Party will procure services; monitor the subgrant activities; ensure environmental compliance and secure necessary permitting. The narrative must also describe the planned coordination with all necessary parties and government agencies. The scope of work must address the third-party funding which was identified in the multiyear implementation plan.
- b. A detailed budget of the Total Project Costs. If there are multiple funding sources that will be received to fund any of the Total Project Costs, Performing Party must identify all amounts and revenue source (in addition to RESTORE funding) in the budget regardless of the source in addition to RESTORE funds. The budget must provide sufficient information to identify how Performing Party arrived at the Total Project Costs and for TCEQ to determine that costs are allowable under 2 CFR Section 200.403.
- c. A detailed description of an invoicing process acceptable to TCEQ.
- d. A Milestone Schedule for completing the subgrant activities. The schedule must identify all critical path deadlines, including any third-party deadlines.
- e. A list of deliverables with due dates.
- f. Identify and detail how possible material risks to implement and maintain the project will be addressed.
- g. Identify adaptive management plans that are in place to ensure success.
- h. A description of Performing Party's process for ensuring compliance with the following federal requirements, if applicable:
 - i. Reserved;
 - ii. Copeland "Anti-Kickback" Act (40 USC §3145);
 - iii. The Contract Work Hours and Safety Standards Act (40 USC § 327-332); and

iv. Goals for Women and Minorities in Construction (41 CFR § 60-4).

Performing Party must describe its process for monitoring contractors and subcontractors to ensure compliance with these requirements through to project completion.

Performing Party must correct the Work Plan(s) in response to TCEQ comments, if any. Performing Party must notify TCEQ, within a reasonable time but in no case later than 30 days or upon the next required reporting, whichever is earlier, of any substantive changes in Performing Party's Work Plan.

10. Performing Party is responsible for coordinating with all parties and government agencies necessary to complete all subgrant activities.
11. Performing Party must provide TCEQ and Treasury reasonable access to review Performing Party's accounting and procurement systems and records.
12. Upon request after reasonable notice, Performing Party must provide TCEQ and Treasury access to conduct site visits of the project. TCEQ may utilize a contractor(s) to perform monitoring services. In such cases, Performing Party shall provide TCEQ contractors access and provide necessary cooperation and coordination.
13. For all contracts in excess of \$10,000, Performing Party must provide TCEQ with evidence that Performing Party, and its contractors, complied with all requirements under Department of Labor regulations set forth in 41 CFR § 60-4, including providing the necessary notices, clauses and provisions in the solicitations for offers or bids as required by 41 CFR § 60-4.
14. Performing Party must provide qualified personnel with experience in the administration of federally assisted grant projects. Upon request, Performing Party must provide TCEQ evidence of these qualifications.
 - a. If Performing Party contracts for grant administration activities, in whole or in part, Performing Party must ensure that the contractor has the experience and knowledge necessary to perform the required grant administration, including proficient knowledge of all federal requirements under the Grant Contract as well as knowledge of requirements in 2 CFR Part 200. Upon request, Performing Party must provide TCEQ with evidence of the contractor's qualifications for any grant administrative function contracted by Performing Party. If TCEQ determines that a contractor fails to have sufficient experience or knowledge, Performing Party must require the contractor to complete training prior to commencing work on the

project. Performing Party must provide TCEQ with documentation of completion of the required training.

END OF SUBGRANT ACTIVITIES

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
 - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
 - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
 - 1.2.1.2. Changes to the Contract's Expiration Date;
 - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
 - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
 - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be

retained in the appropriate file by both the Performing Party and TCEQ.

1.2.3.1. Minor, non-material changes include:

1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;

1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;

1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.

2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.3. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.4. **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the

recipient to undertake its own project.

- 2.5. **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.
- 2.6. **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.
- 2.7. **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.
- 2.8. **COVID-19 Vaccine Passport Prohibition.** Under § 161.0085 of the Texas Health and Safety Code, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

3. ALLOWABLE COSTS

- 3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.
- 3.2. **TxGMS.** Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract

and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.

- 4.3. **Level-of-Effort Reporting.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.

If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of certification into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification form. The LEC form must be completed and submitted with each invoice, unless otherwise approved by TCEQ in writing.

- 4.4. **Timesheets.** The performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.
- 4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.6. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.

4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education, payments must be made via interagency transaction voucher (ITV); please provide a Recurring Transaction Index (RTI) number on the face of the invoice. For payments that are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

5. FINANCIAL RECORDS, ACCESS, AND AUDITS

5.1. **Audit of Funds.** The Performing Party 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. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.

5.2. **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

6.1. **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.

6.2. **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subgrantee must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subgrantees and subcontractors.

- 6.3. **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee- employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4. **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.5. **No Third Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.6. **Security Requirements.** If Performing Party accesses, transmits, uses, or stores TCEQ data:
- 1) Performing Party shall meet the security controls specified by TCEQ; and
 - 2) Performing Party must annually provide TCEQ documentation demonstrating that it meets the specified TCEQ security requirements.
- 6.7. **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, when the Contract is executed and annually as applicable.
- 6.7.1. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system, or TCEQ database.
- 6.7.2. Within seven (7) days after the execution of the Contract, the Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or

- Database.
- 6.7.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during a State of Texas fiscal year in which the Contract is effective, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
 - 6.7.4. For Contracts that have contract periods that exceed a year (extend beyond August 31 of the year in which they are entered), all persons performing Work under the Contract shall take cybersecurity training renewal each fiscal year after the year in which the contract becomes effective. By August 1st each year, the Performing Party must provide to the TCEQ Contract Manager either: (1) a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year; or (2) provide evidence that the Performing Party representative completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.
 - 6.7.5. TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.
 - 6.7.6. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
 - 6.7.7. TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
 - 6.7.8. TCEQ may terminate the Contract for Cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.
- 6.8. *Prohibited Technologies.* Performing Party certifies that Prohibited Technologies will not be used on any of Performing Party's or its

employees', contractors', and subcontractors' devices including personally-owned devices, if those devices are used to access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, and equipment, and any of the aforementioned items made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies.

7. TIME AND FORCE MAJEURE

- 7.1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 7.2. **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).
- 7.3. **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

- 8.1. Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:
 - a. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
 - b. Any organizational conflicts of interest between

Performing Party and its subcontractors or subrecipients under a subaward.

- 8.2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1. **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2. **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ- approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3. **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code § 25.6.

10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the Contractor's Workers Compensation and Employer's Liability Insurance.
- 11.2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR

FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

- 12.1. **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2. **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1. **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2. **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

- 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3. Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4. Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

- 16.1. **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
- 16.1.1. Performing Party represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

- 16.1.2. Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- 16.1.3. Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 16.1.4. Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- 16.1.5. In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.
- 16.1.6. Performing Party acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
 - Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
 - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.7. Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.8. Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict

of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.

- 16.1.9. Performing Party represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.10. Performing Party represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- 16.1.11. Performing Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Party is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12. Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. CONTRACT INTERPRETATION

- 17.1. **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 17.2. **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 17.3. **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- 17.4. **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 17.5. **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

- 17.6. **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 17.7. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 17.8. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 17.9. **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 17.10. **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 17.11. **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 17.12. **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 17.13. **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code §§ 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

END OF GENERAL TERMS AND CONDITIONS

Notices, Project Representatives and Records Location

CONTRACT NO. 582-23-44934

PROJECT TITLE: Bolivar Peninsula Nature Trail

Representatives. The individual(s) named below are the representatives of TCEQ and Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.

Changes in Representatives. Either party may change its information in this Notices, Project Representatives and Records Location document by providing notice to the other party's Contract Representative via the email addresses below (copying the invoice submittal e-mail).

TCEQ Representatives

TCEQ CONTRACT SPECIALIST (for Contractual Financial Matters)

Kacy Hill

RESTORE Contract Specialist

Title

Texas Commission on Environmental Quality

P.O. Box 13087

MC-173

Austin, TX 78711-3087

Telephone No. (512) 239-6011

Email Add.: Brenda.Scott@tceq.texas.gov

TCEQ PROJECT MANAGER (for Technical Matters)

Aaron Slevin

RESTORE Grant Specialist

Title

Texas Commission on Environmental Quality

P.O. Box 13087

MC-173

Austin, TX 78711-3087

Telephone No. (512) 239-0635

Email Add.: Aaron.Slevin@tceq.texas.gov

Performing Party Representatives For Contractual Financial Matters

Barbara Thompson

Comptroller

Title

Houston Audubon Society

440 Wilchester Blvd

Houston, TX 77079

Telephone No.: (713) 932-1639 ext. 110

Email Add.: bthompson@houstonaudubon.org

For Technical Matters

Scott A. Jones

Operations Director

Title

Houston Audubon Society

440 Wilchester Blvd

Houston, TX 77079

Telephone No.: (713) 932-1639 ext. 104

Email Add.: sjones@houstonaudubon.org

Invoice Submittal. Invoices must be submitted to the RESTORE Contract Specialist, Grant Specialist and carbon copy: RestoreGrants@tceq.texas.gov, unless another recipient is identified below:

TCEQ Project Manager / TCEQ Disbursements Section / Other: N/A

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

Houston Audubon Society

440 Wilchester Blvd

Houston, TX 77079

Attachment A
PROJECT STATEMENT

Project Title: Bolivar Peninsula Nature Trail

I. Overview of Project:

Purpose:

This project will increase the number of tourist destinations, improve upon existing tourist infrastructure, and raise awareness of visitor destinations. The proposed bollard and cable vehicle exclusion area will allow for a more protected approach to the dunes and a softer substrate after compacted beach substrate has recovered. Removal of invasive plant species will enhance habitat for native species. For example, this project will provide foraging and roosting habitat for Reddish Egrets (State Threatened), White-faced Ibis (State Threatened), White-tailed Hawk (State Threatened), and Piping Plover (Federally listed Threatened and Endangered populations, State Threatened).

This project will make meaningful educational contributions through:

1. site-specific interpretation at key locations within each Bolivar Peninsula Nature Trail site,
2. general education and interpretation through visitor information kiosks, brochures, websites, and printed material; and
3. opportunities for in-the-field learning, working in partnership with Galveston ISD and High Island ISD.

Several sites will also include interpretation about the history and economy of the Peninsula (e.g. interpretive displays in Fort Travis Seashore Park).

All objectives directly relate to the eligible activity, "Promote Tourism in the Gulf Coast region", and include:

- increase the number of tourists visiting Bolivar,
- extend average length of stay,
- extend the current tourist "high season"; and
- create new opportunities and demand for local businesses.

Table 1 below provides descriptions of all 12 Bolivar Peninsula Nature Trail sites and activities proposed at each location:

Table 1 Trail Locations and Planned Improvements

Trail Location	Site Improvements
1. Bolivar Flats Shorebird Sanctuary	Signage and Wayfinding, Trail Marker, Observation Tower, Information Kiosk
2. Bolivar Yacht Basin Boat Launch	Signage and Wayfinding
3. Boy Scout Woods Bird Sanctuary	Signage and Wayfinding, Trail Map Signs
4. Crenshaw Elementary School Nature Trail	Signage and Wayfinding, Trail Map Sign, Information Kiosk, Hiking Trails, Observation Deck
5. Eubanks Woods Bird Sanctuary	Signage and Wayfinding, Trail Map Sign, Information Kiosk, Water Infrastructure, Boardwalks, Hiking Trail, Parking, Wildlife Photo Blind
6. Fort Travis Park	Wayfinding, Information Kiosk, Septic System Replacement
7. Gast Woods Bird Sanctuary	Signage and Wayfinding, Trail Map Sign, Information Kiosk, Hiking Trail, Boardwalk, Parking, Observation Deck
8. Horseshoe Marsh Bird Sanctuary (Frenchtown Rd)	Signage and Wayfinding, Information Kiosk, Vehicular Exclusion Bollards and Cable
9. Horseshoe Marsh Bird Sanctuary (Central Trail)	Signage and Wayfinding, Drainage Culverts, Benches, Information Kiosk
10. Mundy Marsh	Signage and Wayfinding, Boardwalks, Hiking Trail, Information Kiosk, Observation Deck, Parking
11. North Jetty	Signage and Wayfinding, Information Kiosk
12. Smith Oaks Bird Sanctuary	Signage and Wayfinding, Information Kiosk, Trail Map Signs, Observation Deck, High Island Welcome Center

1. Bolivar Flats Shorebird Sanctuary

- a. Location Description: 1,256-acre site with the entrance located at the public beach access off Rettilon Road in Port Bolivar. It is an exceptionally productive complex of mudflats, salt marsh, uplands, and beach. This ideal combination of habitats provides resting, feeding, and breeding sites for hundreds of thousands of birds each year. It is recognized as a globally important area for shorebirds by the Western Hemisphere Shorebird Reserve Network.

- b. Proposed Projects: Signage, wayfinding, and trail markers will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. An observation tower will allow visitors to see across the flats and wetland, increasing viewability of birds in the area. General education and interpretation will be provided through a visitor information kiosk. Houston Audubon Society will be responsible for maintaining this site.

2. Bolivar Yacht Basin Boat Launch

- a. Location Description: Site is located at the public boat launch on the north end of Yacht Basin Road, near the intersection of Yacht Basin and Hamilton Avenue in Gilchrist. Bolivar Yacht Basin is a water access point to East Galveston Bay situated on the backside of Bolivar Peninsula between Port Bolivar and Crystal Beach, approximately six miles from the Bolivar ferry landing and two miles from the Gulf of Mexico.
- b. Proposed Projects: Signage and wayfinding, will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will maintain this site on behalf of HAS, who remains responsible for this site.

3. Boy Scout Woods Bird Sanctuary

- a. Location Description: 46 acres. Site entrance is 2088 5th Street in High Island. A combination of the hackberry/oak motte, coastal prairie, and wetlands one mile from the Gulf of Mexico on High Island. A proposed phase one of the Gulf Habitat Nature Trail will pass through protected and restored forest, coastal prairie, freshwater marsh, high tidal marsh, low tidal marsh, and ending with a view of the Gulf of Mexico. This journey through the various Gulf habitats will create meaningful opportunities to better understand our coastal ecosystem.
- b. Proposed Projects: Signage, wayfinding, and trail map signs will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. HAS will be responsible for maintaining this site.

4. Crenshaw School of Environmental Studies Nature Trail

- a. Location Description: 33 acres. Site address is 416 State Hwy 87 in Crystal Beach. This site is owned by Galveston Independent School District. A portion is developed with the Environmental Science Magnet School facility. The bulk of the site is undeveloped and includes coastal prairie and coastal wetlands. Galveston ISD will be responsible for maintaining this site.
- b. Proposed Projects: Signage, wayfinding and a trail map sign will help visitors with their experience at this location, provide visual aids for teachers and students, and guide visitors to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. Repairing trails and the

existing viewing platform that needs replacement with a new observation deck will offer improved and safer opportunities for in-the-field learning about local ecosystems. Galveston ISD will maintain this site on behalf of HAS, who remains responsible for this site.

5. Eubanks Woods Bird Sanctuary

- a. **Location Description:** 9 acres. The entrance to this site will be on Old Mexico Road in High Island, between Walter Street and Willow Street, across from First United Pentecostal Church. This mature woodland in the middle of High Island provides critical stopover habitat for migratory birds and is home to many resident wildlife species to be discovered by visitors.
- b. **Proposed Projects:** Signage, wayfinding, and trail map signs will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. The water infrastructure site improvement includes installing a drip water feature, which will create a permanent shallow pond that enhances freshwater availability for migratory and resident wildlife. Improvements to parking, hiking trails, and boardwalks will prevent erosion and establish clear paths for visitors. The wildlife photo blind allows visitors to view birds while having minimal disturbance to the wildlife. HAS will be responsible for maintaining this site.

6. Fort Travis Park

- a. **Location Description:** 60 acres. The Park address is 900 State Hwy 87 in Port Bolivar. This short grass site owned by Galveston County has several historical military facilities. In addition to the rich historical opportunities here, the vast grasslands host many bird species that prefer the open parkland. The commanding views of Bolivar Roads ship channel and the surrounding water provides premium wildlife viewing for birds and dolphins.
- b. **Proposed Projects:** Wayfinding, Information Kiosk, and a septic system replacement will benefit tourist experiences at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will maintain this site on behalf of HAS, who remains responsible for maintenance.

7. Gast Woods Bird Sanctuary

- a. **Location Description:** 8 acres. Site entrance is 1432 Kane Lane in High Island. This wooded property is located on the eastern-most end of Bolivar Peninsula and sits on the western edge High Island above the marsh below. Mostly coastal woodlands but includes a small wetland area with plans to improve water retention for the wetland.

- b. Proposed Projects: Signage, wayfinding, trail map signs, an information kiosk, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Trails, boardwalks and an observation deck will allow visitors to travel further into the sanctuary and prevent erosion. HAS will be responsible for maintaining this site.

8. Horseshoe Marsh Bird Sanctuary (Frenchtown Road)

- a. Location Description: 698 acres. The entrance for this portion of the sanctuary will be the public beach access on 1st Street in Port Bolivar. Horseshoe Marsh is bounded to the north and east by Loop 108, SH 87 to the south, and Frenchtown Rd to the west. The westernmost tip of the property boundary, near Frenchtown Road, is along the shoreline of Galveston Bay where the Gulf Intracoastal Waterway (GIWW) intersects with the Houston Ship Channel. This nature preserve includes salt marsh and wet coastal prairie surrounding a shallow tidal lagoon hosting exemplary oyster reefs favored by many wildlife species at low tide. This is a favorite crabbing and fishing location in Port Bolivar.
- b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. Vehicular bollards and cable extensions would protect the bay-shore from motor vehicles, which allows invertebrate infauna to recover and support more wildlife. HAS will be responsible for maintaining this site.

9. Horseshoe Marsh Bird Sanctuary (Central Trail)

- a. Location Description: See 8a. The entrance for this portion of the sanctuary will be between 2303 and 2312 Broadway Avenue (TX-108) in Port Bolivar.
- b. Proposed Projects: Signage, wayfinding, and an information kiosk will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. A drainage culvert will reduce flooding impacts at the proposed point of entry. Benches will provide visitors with places to rest and to watch wildlife. HAS will be responsible for maintaining this site.

10. Mundy Marsh

- a. Location Description: 368 acres. The entrance to this site will be between 2366 and 2401 State Hwy 87 in Gilchrist. This site is located on the east end Bolivar Peninsula near the community of Gilchrist, approximately 2 miles north of Rollover Pass and 5 miles west of High Island. Mundy Marsh hosts an intact gem of coastal marsh and prairie with Seaside Sparrows, Nelson's Sparrow, Yellow Rail and Black Rail documented on the property.

- b. Proposed Projects: Signage, wayfinding, an information kiosk, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks, hiking trails, and an observation deck will allow visitors to travel further into the sanctuary and prevent erosion. HAS will be responsible for maintaining this site.

11. North Jetty

- a. Location Description: Site is between 802 17th Street in Port Bolivar and the Gulf shoreline. The jetty extends into the Gulf of Mexico at 17th Street in Port Bolivar. Bolivar Flats Shorebird Sanctuary is visible from the jetty.
- b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. Galveston County will maintaining this site on behalf of HAS, who remains responsible for this site.

12. Smith Oaks Bird Sanctuary

- a. Location Description: 178 acres. Site entrance is 2205 Old Mexico Road in High Island. This is the eastern anchor property for the BPNT, located at the start of Bolivar Peninsula in the unincorporated community of High Island in the far-east end of Galveston County. It contains majestic oak mottes, ponds, wetlands, and coastal prairie. The Rookery includes three ponds on the property and has been a roosting and nesting place for thousands of waterbirds for more than twenty years. The development of two new additional nesting islands has resulted in a significant increase in breeding Roseate Spoonbills, Great Egrets, Snowy Egrets, Tricolored Herons, and Neotropic Cormorants.
- b. Proposed Projects: Signage, wayfinding, information kiosks, and trail map signs will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. An observation deck will help visitors see migration flights. Renovating the current outdoor pavilion structure into a Welcome Center will serve as an anchor destination for the Bolivar Peninsula Nature Trail. HAS will be responsible for maintaining this site.

Tasks and Deliverables:

TASK 1 – Permits, Access, and Work Plan Documents

- 1.1 Attend Joint Evaluation Meeting (JEM) with US Army Corps of Engineers
- 1.2 Completed Work Plan
- 1.3 Executed agreement between Galveston ISD and Galveston County

(Land Access/Management)

1.4 Obtain driveway construction permit (TxDOT)

1.5 Obtain Rite of Way signage permits (TxDOT)

1.6 Obtain local authorization for jetty and Yacht Basin signage (County)

TASK 2 – Project Management

2.1 BPNT Project Manager Solicitation

2.2 Executed contract with BPNT Project Manager

2.3 Project Oversight and Reporting Documentation

TASK 3 – Bollards and Cable

3.1 Bollards and Cable Installation RFP Solicitation

3.2 Obtain bollards and cable permits (County, GLO, TCEQ, USACE)

3.3 Executed Bollards and Cable Installation Contract

3.4 Obtain Written NTP from Treasury

3.5 Install Bollards and Cable

TASK 4 – Wayfinding and Interpretive Plan Design

4.1 Wayfinding and Interpretive Plan and Design Solicitation

4.2 Executed Wayfinding and Interpretive Plan and Design contract

4.3 Develop wayfinding and interpretive materials

TASK 5 – Boardwalk and Hiking Trails

5.1 Map extended boardwalk and hiking trails

5.2 Trail and Boardwalk Construction RFP

5.3 Executed Trail and Boardwalk Contract

5.4 Obtain Written NTP from Treasury

5.5 Construction of trails and boardwalk expansion

TASK 6 – Welcome Center Architect and Designs

6.1 Welcome Center Architect Design Solicitation

6.2 Executed Welcome Center Design Architect Contract

6.3 Architect Welcome Center Design Plans

6.4 Welcome Center Construction Plans and Documents

TASK 7 – Fort Travis Septic System Replacement

7.1 Fort Travis Septic System Replacement RFP

7.2 Executed Fort Travis Septic System Replacement Contract

7.3 Obtain Written NTP from Treasury

7.4 Fort Travis Septic System Replacement Completed

TASK 8 – Observation Decks, Towers, Benches, and Wildlife Photo Blind with Drip Water Feature (ODTBWPB)

8.1 ODTBWPB Construction RFP

8.2 Executed ODTBWPB Construction Contract

8.3 Obtain Written NTP from Treasury

8.4 Construction of ODTBWPB

TASK 9 – Culverts

9.1 Culvert Installation RFP

9.2 Executed Culvert Installation Contract

9.3 Obtain Written NTP from Treasury

9.4 Install Culverts

TASK 10 – Parking Area Improvements

10.1 Parking Area Improvement RFP

10.2 Executed Parking Area Improvement Contract

10.3 Obtain Written NTP from Treasury

10.4 Parking Area Improvements Completed

Task 11 – Welcome Center Construction

11.1 Welcome Center Construction RFP

11.2 Executed Contract with Welcome Center General Construction Contractor

11.3 Obtain Welcome Center Building Permit (County)

11.4 Obtain Written NTP from Treasury

11.5 Construction of High Island Welcome Center

TASK 12 – Website Design and Development

12.1 BPNT Website Design and Development Solicitation

12.2 Executed BPNT Website Design and Development Contract

12.3 Operational BPNT Website

TASK 13 – Wayfinding and Interpretive Plan Deployment

13.1 Wayfinding and Interpretive Plan Materials Deployment RFP

13.2 Executed Wayfinding and Interpretive Plan Materials Deployment Contract

13.3 Obtain Written NTP from Treasury

13.4 Order Wayfinding and Interpretive Plan Materials

13.5 Installed Wayfinding and Interpretive Pan Materials

TASK 14 – Project Closeout

14.1 Project Closeout Documentation

Task	Deliverable Description	Due Date
1	Permits, Access, and Work Plan Documents	
1.1	Copy of meeting minutes from Joint Evaluation Meeting (JEM) with US Army Corps of Engineers	Grant Contract + 2 months
1.2	Executed Work Plan with TCEQ	Grant Contract + 4 months
1.3	Executed agreement between Galveston ISD and Galveston County (Land Access/Management?)	Grant Contract + 3 month
1.4	Driveway construction permit from TxDOT	Grant Contract+ 12 months
1.5	Rite of Way signage permits from TxDOT	Grant Contract + 22 months
1.6	Local authorization for jetty and Yacht Basin signage (County)	Grant Contract + 19 months
2	Project Management	
2.1	BPNT Project Manager and Community Liaison Hiring Process	Grant Contract + 2 months
2.2	Executed hiring of BPNT Project Manager and Community Liaison	Grant Contract + 23 months
2.3	Project Oversight and Reporting (Monthly and quarterly reporting)	Grant Contract + 23 months
3	Bollards and Cable	
3.1	Bollards and Cable Installation RFP Solicitation	Grant Contract + 20 months
3.2	Obtain bollards and cable permits (County, GLO, TCEQ, USACE)	Grant Contract + 24 months
3.3	Executed Bollards and Cable Installation Contract	Grant Contract + 25 months
3.4	Written NTP from Treasury	Grant Contract + 27 months
3.5	Install Bollards and Cable	Grant Contract + 30 months
4	Wayfinding and Interpretive Plan and Design	
4.1	Wayfinding and Interpretive Plan and Design Solicitation	Grant Contract + 6 months

Task	Deliverable Description	Due Date
4.2	Executed Wayfinding and Interpretive Plan and Design contract	Grant Contract + 18 months
4.3	Develop wayfinding and interpretive materials	Grant Contract + 16 months
5	Boardwalk and Hiking Trails	
5.1	Map extended boardwalk and hiking trails	Grant Contract + 7 months
5.2	Trail and Boardwalk Construction RFP	Grant Contract + 8 months
5.3	Executed Trail and Boardwalk Contract	Grant Contract + 15 months
5.4	Written NTP from Treasury	Grant Contract + 16 months
5.5	Construction of trails and boardwalk expansion	Grant Contract + 16 months
6	Welcome Center Architect and Design	
6.1	Welcome Center Architect Design Solicitation	Grant Contract + 6 months
6.2	Executed Welcome Center Design Architect Contract	Grant Contract + 25 months
6.3	Architect Welcome Center Design Plans	Grant Contract + 13 months
6.4	Welcome Center Construction Plans and Documents (maybe with Task 11)	Grant Contract + 13 months
7	Fort Travis Septic System Replacement	
7.1	Fort Travis Septic System Replacement RFP	Grant Contract + 6 months
7.2	Executed Fort Travis Septic System Replacement Contract	Grant Contract + 16 months
7.3	Written NTP from Treasury	Grant Contract + 17 months
7.4	Fort Travis Septic System Replacement Completed	Grant Contract + 17 months
8	ODTBWPB Construction	
8.1	ODTBWPB Construction RFP	Grant Contract + 8 months
8.2	Executed ODTBWPB Construction Contract	Grant Contract + 15 months
8.3	Written NTP from Treasury	Grant Contract + 16 months
8.4	Construction of Observation Decks, Towers, Benches, and Wildlife Photo Blind	Grant Contract + 16 months

Task	Deliverable Description	Due Date
9	Culverts	
9.1	Culvert Installation RFP	Grant Contract + 8 months
9.2	Executed Culvert Installation Contract	Grant Contract + 8 months
9.3	Written NTP from Treasury	Grant Contract + 9 months
9.4	Install Culverts	Grant Contract + 11 months
10	Parking Area Improvement	
10.1	Parking Area Improvement RFP	Grant Contract + 8 months
10.2	Executed Parking Area Improvement Contract	Grant Contract + 14 months
10.3	Written NTP from Treasury	Grant Contract + 15 months
10.4	Parking Area Improvements Completed	Grant Contract + 15 months
11	Welcome Center Construction	
11.1	Welcome Center Construction RFP	Grant Contract + 12 months
11.2	Executed Contract with Welcome Center General Construction Contractor	Grant Contract + 15 months
11.3	Welcome Center Building Permit (County)	Grant Contract + 15 months
11.4	Written NTP from Treasury	Grant Contract + 16 months
11.5	Construction of High Island Welcome Center	Grant Contract + 30 months
12	Website Design and Development	
12.1	BPNT Website Design and Development Solicitation	Grant Contract + 19 months
12.2	Executed BPNT Website Design and Development Contract	Grant Contract + 23 months
12.3	Operational BPNT Website	Grant Contract + 26 months
13	Wayfinding and Interpretive Plan Materials Deployment	
13.1	Wayfinding and Interpretive Plan Materials Deployment RFP	Grant Contract + 19 months
13.2	Executed Wayfinding and Interpretive Plan Materials Deployment Contract	Grant Contract + 22 months

Task	Deliverable Description	Due Date
13.3	Written NTP from Treasury	Grant Contract + 23 months
13.4	Order Wayfinding and Interpretive Plan Materials	Grant Contract + 26 months
13.5	Installed Wayfinding and Interpretive Plan Materials	Grant Contract + 28 months
14	Closeout	
14.1	Project Closeout Documentation	Grant Contract + 30 months

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS

EQUIPMENT PURCHASES (during this report period)

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

CONTRACTUAL EXPENDITURES (during this report period)

SUBCONTRACTOR (NAME)	FOR	COST (THIS PERIOD)	TASKS
TOTAL CONTRACTUAL EXPENDITURES (must agree with line 10f on Form 20248)			

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

ITEMIZATION OF CONSTRUCTION COSTS

CONSTRUCTION COSTS (during this report period)

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

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES.

ITEMIZATION OF SUPPLY AND OTHER COSTS

SUPPLIES PURCHASED (during this report period)

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

OTHER EXPENDITURES (during this report period)

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

*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MAY BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED \$500.

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)			

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST (THIS PERIOD)	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)			

* SUBSTANTIATING DOCUMENTATION (time sheets, travel receipts, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM

Financial Status Report Preparation Instructions

1. The PERFORMING PARTY, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms. Unless directed otherwise in the Contract, the PERFORMING PARTY shall submit such payment request documents by not later than twenty-one (21) days after the close of each state fiscal year quarter. The reporting periods shall also correspond to the State of Texas fiscal year quarters (September-November; December-February, March-May; June-August). Each Financial Status Report shall indicate, for each budget sub-category the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested. A quarterly Financial Status Report is required even if no expenses were incurred during the report period.
2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-1, legible documentation that (1) serves to further identify the specific piece of equipment received or the services provided, (2) clearly identifies the vendor or subcontractor who provided the equipment or services, and (3) that confirms the reimbursable amount listed on the form. In the case of equipment purchases, the attached documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. In the case of subcontractor provided services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
3. All requests under this Contract for the reimbursement of expenditures that fall within the "Construction" category of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-2, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or subcontractor who provided the construction related materials or services, and (3) that confirms the reimbursable amount listed on the form. The attached documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of subcontractor provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, for any single-listed item or service costing more than \$500, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, legible documentation that (1) serves to further identify the specific items or services, (2) clearly identifies the vendor or subcontractor who provided the items or services, and (3) that confirms the reimbursable amount listed on the form. Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information. The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.
5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. Although no supporting documentation is required to be attached to Supplemental Form 20248-4 with respect to reported "Personnel/Salary" expenditures in order to receive reimbursement, the PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract. With respect to employee travel, all costs listed on Form 20248-4 must be supported by attached documentation that identifies the name of the traveler's, and that substantiates the reported reimbursable costs. Documentation, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the PERFORMING PARTY-approved travel vouchers, signed by the employees who traveled, and (2) for any travel-related expenses under this contract borne directly by the PERFORMING PARTY (and thus for which reimbursement by the PERFORMING PARTY to the traveler was not required) separate receipts showing, at a minimum, the traveler's name, the travel location, and the travel date(s).
6. When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific contract task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.

Attachment D

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Release of Claims**

_____ (Contractor) releases the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from all claims arising out of or relating to TCEQ Contract Number _____ (Contract), except for Contractor's final invoice in the amount of \$ _____ and retainage withheld by TCEQ in the amount of \$ _____. Contractor releases any and all liens related to the Contract and relinquishes any right it may have to place liens related to the Contract. Contractor warrants that it has completed all work described in the Contract.

Executed on this ____ of _____, 20__.

By: _____ (Signature)
_____ (Name)
_____ (Title)

ATTACHMENT E



Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions \$30,000 or greater.

Information completed by TCEQ Program Area:

TCEQ Contract No./PCR	582-23-22697
-----------------------	--------------

Information completed by Subrecipient:

Legal Name of Entity	
Unique Entity Identifier (UEI)	

Exemption from reporting compensation information	
* <input type="checkbox"/> Please check box for exemption from reporting if in the preceding fiscal year either of the following bulleted items applied:	
<ul style="list-style-type: none"> • Recipient received less than 80% of its annual gross revenues in Federal awards [federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements]; and the recipient received less than \$25,000,000 in annual gross revenues from Federal awards. OR • the public has access to information about compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. 	

Total Compensation and Names of Top Five Executives (if applicable)	
Name	Compensation Amount

Subrecipient Responsible Party		
Title	Print Name	Signature/Date
President/CEO	Aleen Drummond	5/9/24

TCEQ-20589 (Rev. 5-17-22)



Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions \$30,000 or greater.

FFATA Form Instructions

Information completed by TCEQ Program Area:

This field should be completed by TCEQ program area.

- **TCEQ Contract No./PCR** – Enter the Contract Number and Procurement Control Request (PCR) generated by Budget Accounting and Monitoring System (BAMS) when the original contract is first established. The PCR number does not need to be provided if it is the same as the last five digits of the Contract number.

Information completed by Subrecipient:

Each field requires a response by the subrecipient.

- **Legal Name of Entity** – Enter name of the subrecipient organization that corresponds with subrecipient's Unique Entity Identifier (UEI) as it appears in the System for Award Management (SAM) profile, www.sam.gov.
- **UEI** - Enter subrecipient's organization's 12-digit UEI as it appears in its SAM Profile. Effective April 4, 2022, the UEI replaced the DUNS Number for the purpose of completing this form. To find your UEI or request a UEI, visit SAM.gov.
- **Total Compensation and Names of Top Five Executives (if applicable)** – As defined in 2 CFR 170.110, you must report Executive Compensation from your preceding fiscal year unless any of the exemption criteria apply.
- **Subrecipient Responsible Party** – The person completing the form should provide title, printed name, signature, and date the form was signed.

Return completed and signed form to TCEQ Contract Manager.

RESTORE Act Direct Component Applicant Certifications Department of the Treasury

OMB Approval No. 1505-0250

Directions: These certifications are required by federal law and Department of the Treasury (Treasury) regulations to be submitted with each application to Treasury for financial assistance under the RESTORE Act Direct Component. The certifications must be signed by an authorized senior official of the Applicant who can legally bind the entity and has oversight for the administration and use of the Direct Component funds.

A. RESTORE Act Certification

1. Pursuant to the RESTORE Act, I certify that for any award agreement resulting from this application:

(a) Each activity funded under this agreement has been primarily designed to plan for or undertake activities to restore and protect one or more of the following: the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast region.

(b) Each activity funded under this agreement is designed to carry out one or more of the eligible activities for the Direct Component.

(c) Each activity funded under this agreement was selected after consideration of all meaningful input from the public, including broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, as described in the grant application. The certification in this paragraph (1)(c) does not apply to planning assistance funds to prepare and amend the Multiyear Implementation Plan.

(d) Each activity funded under this agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 C.F.R. Part 34.

(e) The Applicant has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. The Applicant will not request funds under this award for any contract unless this certification remains true and accurate.

(f) Pursuant to 2 C.F.R. § 200.303, the Applicant will establish and maintain effective internal control over all award agreements resulting from this application, and provide reasonable assurance that the Applicant will manage the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. The Applicant knows of no material deficiencies in its internal controls.

(g) A conflict of interest policy consistent with 2 C.F.R. § 200.318(c) is in effect and covering each activity funded under this Agreement.

(h) The Applicant will comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and all other applicable federal laws and regulations concerning anti-discrimination.

2. I make each of these certifications based on my personal knowledge and belief after reasonable and diligent inquiry, and I affirm that the Applicant maintains written documentation sufficient to support each certification made above, and that the Applicant's compliance with each of these certifications is a condition of the Applicant's initial and continuing receipt and use of the funds provided under this Agreement.

B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions: Instructions for Certification

1. By signing and submitting this Application, the prospective primary participant (the Applicant) is providing the certification set out below.

2. The inability of an Applicant to provide the certification required below will not necessarily result in the denial of participation in this covered transaction. The prospective Applicant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with Treasury's approval of the proposed application. However, failure of the Applicant to furnish a certification or an explanation shall disqualify such person/entity from participation in this transaction.

3. This certification is a material representation of fact upon which reliance is placed when Treasury determines to enter into this transaction. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.

4. The Applicant shall provide immediate written notice to Treasury if at any time the Applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause (certification), have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Treasury for assistance in obtaining a copy of those regulations (31 C.F.R. Part 19).

6. The Applicant agrees by submitting this Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Treasury.

7. The Applicant further agrees by submitting this Application that it will not award any contract or subaward to any entity on the government-wide Excluded Parties List System (see 31 C.F.R. Part 19, Appendix).

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

According to the Paperwork Reduction Act of 1995, 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 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant (the Applicant) certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this Application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this Application had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Applicant is unable to certify to any of the statements in this certification, such Applicant shall attach an explanation to this proposal.

D. Certification Regarding Drug-Free Workplace Requirements

1. The Applicant certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against the employee for violations of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Applicant's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in such grant, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug use statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the granting agency in writing, within ten calendar days after receiving notice of a conviction under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(ii), with respect to any employee who is so convicted:

- (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

E. Certification Regarding Lobbying

1. The Applicant certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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.

(b) 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 Application, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Applicant 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 sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31 U.S. Code section 1352. 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.

Signature of Authorized Senior Official:			
Name:	<i>John D. ...</i>	Date:	<i>5/9/24</i>
Title:	<i>Pres. and CEO</i>	Organization:	<i>Halsin Audubon</i>

ATTACHMENT G

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

<p>1. * Type of Federal Action:</p> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. * Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input checked="" type="checkbox"/> c. post-award	<p>3. * Report Type:</p> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/></p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="text"/> * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p> * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<p>6. * Federal Department/Agency:</p> <input type="text"/>		<p>7. * Federal Program Name/Description:</p> <input type="text"/> CR Number, if applicable: <input type="text"/>
<p>8. Federal Action Number, if known:</p> <input type="text"/>		<p>9. Award Amount, if known:</p> <input type="text"/>
<p>10. a. Name and Address of Lobbying Registrant:</p> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<p>b. * Individual Performing Services (including address if different from No. 10a)</p> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<p>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 the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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.</p> <p>* Signature: <input type="text"/></p> <p>* Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/></p> <p>Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/></p>		
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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 employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. 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 organizational level 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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. 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 30 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.

ATTACHMENT H
PERFORMANCE PROGRESS REPORT
SF-PPR

		Page 1	of Pages 5
1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. UEI Number	
		3b. FEIN	
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Identifying Number or Account Number Contract # 5b. YY-XY-XX	
6. Project/Grant Period Start Date: (Month, Day, Year) End Date: (Month, Day, Year)		7. Reporting Period Date (Month, Day, Year)	
		8. Final Report <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		9. Report Frequency <input type="checkbox"/> annual <input type="checkbox"/> semi-annual <input type="checkbox"/> quarterly <input checked="" type="checkbox"/> other (If other, describe: MONTHLY)	
10. Performance Narrative (attach performance narrative as instructed by awarding Federal Agency) See page 4 ff.			
11. Other Attachments (attach other documents as needed or as instructed by the awarding Federal Agency)			
12. Certification I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.			
12a. Typed Printed Name and Title of Authorized Certifying Official		12c. Telephone (area code, number and extension)	
		12d. Email Address	
12b. Signature of Authorized Certifying Official		12e. Date Report Submitted (Month, Day, Year)	
		13. Agency use only	

**PERFORMANCE PROGRESS REPORT
SF-PPR-2 (Cover Page Continuation)**

		Page 2	of Pages 5
1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. UEI	4. Reporting Period End Date (Month, Day, Year)
		3b. EIN	

Supplemental Continuation of SF-PPR Cover Page

(1) Label Number	(2) Label Name	(3) Provide Grantee or Grant Project information requested
PPR-2-001	SF-PPR	Cover Page
PPR-2-002	SF-PPR-2 Continuation Pg	This Page
PPR-2-003	SF-PPR-B	Books
PPR-2-004	Narrative	More detailed information of project not contained in PPR-B
PPR-2-005	Narrative continued	see above
PPR-2-006		
PPR-2-007		
PPR-2-008		
PPR-2-009		
PPR-2-010		
PPR-2-011		
PPR-2-012		
PPR-2-013		
PPR-2-014		
PPR-2-015		
PPR-2-016		
PPR-2-017		
PPR-2-018		
PPR-2-019		
PPR-2-020		

OMB Approval Number: 0970-0334
Expiration Date: 6/30/2009

**PERFORMANCE PROGRESS REPORT
Program Indicators SF-PPR-B**

Page 3	of Pages 5
-----------	------------------

1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. UEI	4. Reporting Period End Date <i>(Month, Day, Year)</i>
		3b. EIN	

B. Program Indicators

(1) Activity Number or Label	(2) Activity Description (Tasks)	(3) Indicator or Status	(4) Explanation
Task-01			
Task-02			
Task-03			
Task-04			
Task-05			
Task-06			
Task-07			
Task-08			
Task-09			
Task-10			

Note:

- Agencies will specify if this page is required
- This page can be used for one or more activities and results, and can be duplicated

OMB Approval Number: 0970-0334
Expiration Date: 6/30/2009

SF-PPR PERFORMANCE PROGRESS REPORT NARRATIVE

for BUCKET 1, MIP-1

ENTER PROJECT NAME HERE

Enter Start-End Date of Performance Period

B1 - ACTIVITIES

1) SUMMARIZE ACTIVITIES UNDERTAKEN DURING THE REPORTING PERIOD INCLUDING ACTIVITIES UNDERTAKEN BY ANY SUBAWARDS OR SUBCONTRACTORS.

CLICK OR TAP HERE TO ENTER TEXT.

2) SUMMARIZE ANY KEY ACCOMPLISHMENTS, INCLUDING MILESTONES COMPLETED FOR THE REPORTING PERIOD.

CLICK OR TAP HERE TO ENTER TEXT.

3) LIST ANY CONTRACTS AWARDED DURING THE REPORTING PERIOD, ALONG WITH THE:

1. NAME OF THE CONTRACTOR AND ITS PRINCIPAL,
2. THE CONTRACTORS UNIQUE ENTITY IDENTIFIER (UEI),
3. THE VALUE OF THE CONTRACT,
4. THE DATE OF AWARD,
5. A BRIEF DESCRIPTION OF THE SERVICES TO BE PROVIDED, AND
6. WHETHER OR NOT LOCAL PREFERENCE WAS USED IN THE SELECTION OF THE CONTRACTOR.

CLICK OR TAP HERE TO ENTER TEXT.

4) IF APPLICABLE- LIST ANY SUBAWARDS EXECUTED DURING THE REPORTING PERIOD, ALONG WITH THE NAME OF THE ENTITY AND ITS PRINCIPAL, THE UNIQUE ENTITY IDENTIFIER (UEI) OF THE ENTITY, THE VALUE OF THE AGREEMENT, THE DATE OF AWARD, AND A BRIEF DESCRIPTION OF THE SCOPE OF WORK.

CLICK OR TAP HERE TO ENTER TEXT.

B2 - RISKS, CHALLENGES, AND MITIGATION

1) INDICATE IF ANY OPERATIONAL, LEGAL, REGULATORY, BUDGETARY, AND/OR ECOLOGICAL RISKS, AND/OR ANY PUBLIC CONTROVERSIES, HAVE MATERIALIZED. IF SO, INDICATE WHAT MITIGATION STRATEGIES HAVE BEEN UNDERTAKEN TO ATTENUATE THESE RISKS OR CONTROVERSIES.

CLICK OR TAP HERE TO ENTER TEXT.

- 2) SUMMARIZE ANY CHALLENGES THAT HAVE IMPEDED THE ABILITY TO ACCOMPLISH THE APPROVED SCOPE OF WORK ON SCHEDULE AND ON BUDGET. IF THE SCOPE OF WORK IS NOT ON SCHEDULE PROPOSE A REVISED SCHEDULE.

CLICK OR TAP HERE TO ENTER TEXT.

B3 - SIGNIFICANT FINDINGS

- 1) SUMMARIZE ANY SIGNIFICANT FINDINGS OR EVENTS, INCLUDING ANY DATA COMPILED, COLLECTED, OR CREATED, IF APPLICABLE.

CLICK OR TAP HERE TO ENTER TEXT.

B4 - PUBLICITY

- 1) DESCRIBE ANY ACTIVITIES TO DISSEMINATE OR PUBLICIZE RESULTS OF THE ACTIVITY, PROJECT, OR PROGRAM, INCLUDING DATA AND ITS REPOSITORY AND CITATIONS FOR PUBLICATIONS RESULTING FROM THIS AWARD.

CLICK OR TAP HERE TO ENTER TEXT.

B5 - MONITORING

- 1) DESCRIBE ALL EFFORTS TAKEN TO MONITOR CONTRACTOR AND/OR SUBRECIPIENT PERFORMANCE, INCLUDING SITE VISITS, DURING THE REPORTING PERIOD.

CLICK OR TAP HERE TO ENTER TEXT.

- 2) IF SUBAWARDS HAVE BEEN ISSUED, INDICATE WHETHER THE SUBRECIPIENT(S) SUBMITTED AN AUDIT TO THE RECIPIENT, AND IF SO, WHETHER THE RECIPIENT ISSUED A MANAGEMENT DECISION ON ANY FINDINGS.

CLICK OR TAP HERE TO ENTER TEXT.

- 3) FOR AWARDS WHERE DAVIS-BACON ACT PROVISIONS ARE APPLICABLE, INDICATE WHETHER THE RECIPIENT AND/OR SUBRECIPIENT(S) RECEIVED AND REVIEWED CERTIFIED WEEKLY PAYROLL

RECORDS AND/OR WHETHER THE RECIPIENT OR SUBRECIPIENT(S) CONDUCTED LABOR INTERVIEWS.

CLICK OR TAP HERE TO ENTER TEXT.

4) DESCRIBE ANY OTHER ACTIVITIES OR RELEVANT INFORMATION NOT ALREADY PROVIDED.

CLICK OR TAP HERE TO ENTER TEXT.

B6 - PLANNED ACTIVITIES

1) SUMMARIZE THE ACTIVITIES PLANNED FOR THE NEXT REPORTING PERIOD.

CLICK OR TAP HERE TO ENTER TEXT.

**PERFORMANCE PROGRESS REPORT SF-PPR – 10. PERFORMANCE
NARRATIVE QUESTIONS**

**for BUCKET 3, SEP,
Application:**

Project Name: Click or tap here to enter text.

PPR Narrative Period of Performance: Click or tap here to enter text.

1. ACTIVITIES

Is the project on schedule?

Choose an item.

2. KEY ACCOMPLISHMENTS

Are there any goals that may not be fully accomplished or metric targets that may **not** be met within the award time?

Choose an item.

- If No, skip to Question #3.
- If Yes, describe how those goals can be accomplished and metric targets met (i.e., with a time extension, modification of milestone dates, or other adaptive management strategies). Also include if you have communicated with the TCEQ staff stating when and how the information was received.

Click or tap here to enter text.

3. ADAPTIVE MANAGEMENT STRATEGY

Describe any adaptive management strategies you have implemented or plan to implement to help accomplish project goals and meet metric targets, including a time extension and/or modification of milestone dates. Please also be sure to update this information in the milestones reporting template, if appropriate.

Click or tap here to enter text.

4. METRICS REPORT

The metrics values for your project are shown in RESTORE Act Metrics Report – RESTORE Council excel form. Update the following fields on the form: “Report period ending”, “current” value, “target” value (if listed as TBD), and the “status/next steps” for all metrics, as appropriate.

Is the Metrics report completed and submitted with this report? (Metrics are submitted quarterly in January, April, July, and October)

As of 08/16/23

Choose an item.

5. LEVERAGED FUNDING

If your project included leveraging (co-funding, adjoining, or building upon others), update the following fields as needed. If the project has multiple sources of funding, repeat all steps for each source.

If not applicable and skip to Question #6.

Funding Type 1 - Choose an item.

- Co-funding (costs that will be shared across funding from two or more sources. The leveraged funding from all sources is required in order to achieve the project objective)
- Adjoining (activities are in a location that adjoins another existing or proposed project; or
- Builds on other work (the project builds upon activities completed or ongoing as part of other projects but is not captured by either of the two types of leveraging).

Funding Amount Enter the total leveraged funding amount for the funding source described below:

\$

Source of Funds - Indicate the name of the agency/organization providing the leveraging funds.

Click or tap here to enter text.

Source Type - Choose: other Federal, state, local funder, corporate/for-profit, not for profit, or other. Choose an item.

Status of Funds - Choose: Proposed (funds that have been proposed and may be provided in the future), committed (funds that have been committed to be received for the activity), or received. Choose an item.

Description of Funds - Provide a brief narrative for the leveraging funding information you are providing.

Click or tap here to enter text.

Funding Type 2 - Choose an item.

- Co-funding (costs that will be shared across funding from two or more sources. The leveraged funding from all sources is required in order to achieve the project objective)

As of 08/17/23

- Adjoining (activities are in a location that adjoins another existing or proposed project; or
- Builds on other work (the project builds upon activities completed or ongoing as part of other projects but is not captured by either of the two types of leveraging).

Funding Amount (Enter the total leveraged funding amount for the funding source described below):

\$ Click or tap here to enter text.

Source of Funds - Indicate the name of the agency/organization providing the leveraging funds.

Click or tap here to enter text.

Source Type - Choose: other Federal, state, local funder, corporate/for-profit, not for profit, or other: Choose an item.

Status of Funds - Choose: Proposed (funds that have been proposed and may be provided in the future), committed (funds that have been committed to be received for the activity), or received. Choose an item.

Description of Funds - Provide a brief narrative for the leveraging funding information you are providing.

Click or tap here to enter text.

Funding Type 3 - Choose an item.

- Co-funding (costs that will be shared across funding from two or more sources. The leveraged funding from all sources is required in order to achieve the project objective)
- Adjoining (activities are in a location that adjoins another existing or proposed project; or
- Builds on other work (the project builds upon activities completed or ongoing as part of other projects but is not captured by either of the two types of leveraging).

Funding Amount (Enter the total leveraged funding amount for the funding source described below):

\$ Click or tap here to enter text.

Source of Funds - Indicate the name of the agency/organization providing the leveraging funds.

Click or tap here to enter text.

Source Type - Choose: other Federal, state, local funder, corporate/for-profit, not for profit, or other: Choose an item.

As of 08/17/23

Status of Funds - Choose: Proposed (funds that have been proposed and may be provided in the future), committed (funds that have been committed to be received for the activity), or received. Choose an item.

Description of Funds - Provide a brief narrative for the leveraging funding information you are providing.

Click or tap here to enter text.

6. CO-FUNDING ISSUES

If co-funding has been identified for this project, are you on target to receive those funds? If co-funding is not applicable to this project, skip to Question #7.

Choose an item.

7. GIS UPDATE

Have there been any updates to this project's GIS files?

Choose an item.

If Yes, submit as a zip file.

8. SPECIAL AWARD CONDITION REQUIREMENTS

Have you met the requirements of any special award conditions applicable to this performance period?

Choose an item.

If Yes, provide a description of the special award condition requirement(s) addressed.

Click or tap here to enter text.

9. WORK COMPLETED

Provide a summary of work completed under this award during *this* performance period.

Click or tap here to enter text.



RESTORE PROGRAM

REPORTING INSTRUCTIONS (as of 06/29/23)

Performance Progress Report (PPR) Instructions

This report is required to detail the performance of the project. The complete PPR requires the completion of four parts (pgs. 1-4 as detailed below). Grantees must submit the PPR for each reporting period occurring during the entire period of performance of the grant, as indicated on Attachment K of the executed contract.

Due Date

This report is due **on the Calendar Date** of the following month submitted for applicable reporting period (*unless otherwise stated in your executed contract*).

Page 1 (SF-PPR)

Field	Instructions
1-6	Populated by TCEQ staff.
7	Enter the <i>last day</i> of the current reporting period.
8-9	Populated by TCEQ staff as determined in your executed contract.
10	Enter answers to Performance Narrative Questions in separate Word document supplied to you by TCEQ staff. Once completed, print to PDF, and combine with PPR as Page 4 to submit. If this isn't possible, talk to TCEQ grant specialist.
11	Populated by TCEQ staff as determined in your executed contract.
12a	Enter the authorized certifying official's name and title.
12b	Ensure that the report is signed by the authorized certifying official.
12c	Enter the telephone number of the authorized certifying official.
12d	Enter the email address of the authorized certifying official.
12e	Enter the date the report was submitted.

Page 2 (SF-PPR-2)

This form has been populated by TCEQ. If you would like to attach more documents, please contact TCEQ for assistance. You may also include more documentation in the PPR Narrative.



RESTORE PROGRAM

REPORTING INSTRUCTIONS (as of 06/29/23)

Page 3 (SF-PPR-B)

Column	Data Element	Instructions
	Fields 1-3	Completed by TCEQ staff.
	Field 4	Populated from the information provided on page 1 of the PPR.
B. Program Indicators		
1	Activity Number or Label	Completed by TCEQ staff.
2	Activity Description (Tasks)	Completed by TCEQ staff as listed in the most recent approved document regarding tasks and deliverables.
3	Indicator or Status	Select: Not Begun, Ongoing, Completed or Delayed from the drop-down menu.
4	Explanation	Enter a brief status of tasks and deliverables associated with the tasks. Elaborate more in the narrative, if necessary. <i>If you did not meet or expect not to meet your target, you must explain.</i> Once a task has been completed, add completion date in explanation area.

Page 4 (Performance Progress Report Narrative Questions)

Answer all performance progress report narrative questions as listed in the separate Word document. Once complete, save and print to PDF to allow for this page to be combined and submitted as the complete PPR PDF package for TCEQ to review.

ATTACHMENT I

RESTORE ACT

**FINANCIAL ASSISTANCE STANDARD TERMS
AND CONDITIONS AND PROGRAM-SPECIFIC
TERMS AND CONDITIONS**

U.S. Department of the Treasury

December 2018



TABLE OF CONTENTS

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS		1
A	PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT.....	2
B	PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM	3
STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT AND AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM		
C	FINANCIAL REQUIREMENTS	4
D	RECIPIENT REPORTING AND AUDIT REQUIREMENTS.....	7
E	FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS	9
F	RECORDS RETENTION REQUIREMENTS.....	10
G	THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE	11
H	AWARD DISBURSEMENT	12
I	EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL	13
J	NOTIFICATIONS AND PRIOR APPROVALS	13
K	PROPERTY	14
L	AMENDMENTS AND CLOSEOUT.....	15
M	REMEDIES FOR NONCOMPLIANCE.....	16
N	DEBTS	17
O	NON-DISCRIMINATION REQUIREMENTS.....	18
P	REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS	20
Q	DRUG FREE WORKPLACE.....	20
R	LOBBYING RESTRICTIONS.....	20
S	PROCUREMENT.....	22
T	RESEARCH INVOLVING HUMAN SUBJECTS	24
U	ENVIRONMENTAL REQUIREMENTS.....	24
V	MISCELLANEOUS REQUIREMENTS AND PROVISIONS	25
SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY		
W	ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY	35

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

2. Notifications

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. The DUNS Number of the entity;
 - iii. Location of the entity;
 - iv. Discipline or disciplines assigned to the Center of Excellence;
 - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

- i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- b. The recipient must:
- i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
 - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
 - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at [Direct Component OSA](#) or [Centers of Excellence OSA](#).

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

- b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
 3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
 4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

- a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
 4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. **Prior Approvals**

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
 - vi. Any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
 - ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.
- b. Requirements that are applicable to recipients that are not states:
 - i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L. AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

- c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
 - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
 - iii. Requiring additional activity, project, or program monitoring,
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the noncompliance,
 - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards; and/or
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O **NON-DISCRIMINATION REQUIREMENTS**

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, "ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

- b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement

- agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**
 - a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
 - b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 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 grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,
- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(a)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R. §175.25(d)*, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or

- iii. Use forced labor in the performance of this Award or subawards under this Award.
 - 2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
 - 2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

- ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. **The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at <http://www.USASpending.gov>.
- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsrs.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and

- ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. Publications and Signage

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

“Federal interest” refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the “federal interest”).

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C § 1292; or for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

ATTACHMENT J

RESERVED

ATTACHMENT K

BUCKET 1 REPORTING REQUIREMENTS

This attachment incorporates all reporting requirements and forms from the execution of the grant contract to the termination of the project. Please use these required forms when submitting your information and always submit in pdf format to RestoreGrants@tceq.texas.gov. Include Project Name and which federal form is being submitted (FSR, PPR, Milestone Report or Status of Performance Report, and Close Out).

Federal Funding Accountability and Transparency Act (FFATA) Reporting (Attachment E): Required for signature with contract.

Due Monthly on the 10th:

Financial Status Report (FSR) (Attachment C). This form is used for both invoicing and reporting, even if there is not an invoice associated.

Due Quarterly on the 10th: April, July, October, January

Performance Report (PPR) (Attachment H) - This report is required to detail performance of the project and the reporting dates are detailed below.

Milestones Report (Attachment M) - This report is required to detail how the milestones for the project are being met and is attached as a template only. Project specific milestones should be taken and updated from the TCEQ federal application submission of the specific project.

Status of Performance Report (Attachment O) - This report is required to detail the success measures for the project and is attached as a template only. Project specific performance measures should be taken and updated from the TCEQ federal application submission of the specific project.

During Construction:

The PPR is due monthly on the 10th until construction is substantially complete.

As needed:

Budget Revision Request Form (BRR (Attachment J). This form must be submitted to request line item changes within the approved budget. This form must be approved prior to requesting reimbursement.

Close Out Documentation - Performing Party must submit all final documentation including final invoice(s); backup for costs requested to be reimbursed; release of claims; final reports (accepted by TCEQ); inventory of any unused supplies and equipment with a present value over \$5,000.

Due by the 45th calendar day after the subgrant end date (expiration date). Time is of the essence to comply with this deadline as TCEQ will be required to meet close out deadlines for the award established by Treasury.

Attachment I (original award)

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and
Revived Economies of the Gulf Coast States

1. DATE ISSUED <i>MM/DD/YYYY</i> 04/30/2020		1a. SUPERSEDES AWARD NOTICE dated _____ except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. 1 RDCGR480114-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN RDCGR480114		5a. ACTION TYPE New	
6. PROJECT PERIOD <i>MM/DD/YYYY</i> From 05/01/2020		Through 04/30/2025	
7. BUDGET PERIOD <i>MM/DD/YYYY</i> From 05/01/2020		Through 04/30/2025	
8. TITLE OF PROJECT (OR PROGRAM) FY20 RESTORE PROMOTION OF TOURISM BKT 1			

9a. GRANTEE NAME AND ADDRESS ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON 12100 Park Thirty Five Cir Austin, TX 78753-1808	9b. GRANTEE PROJECT DIRECTOR Ms. Sheri Land P.O. Box 13087 MC 218 AUSTIN, TX 78711 Phone: 512-239-0627
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Brenda Allred P.O. Box 13087 MC-100 Austin, TX 78711-3087 Phone: 512-239-0269 Electronically Signed 05/07/2020	10b. FEDERAL PROJECT OFFICER Ms. Nicole Edwards 1500 Pennsylvania Ave., N.W. Washington, DC 20220-0001 Phone: 202-622-0175

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION																	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 15,030,435.00																	
II Total project costs including grant funds and all other financial participation II		b. Less Unobligated Balance From Prior Budget Periods 0.00																	
a. Salaries and Wages 120,000.00		c. Less Cumulative Prior Award(s) This Budget Period 0.00																	
b. Fringe Benefits 48,380.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 15,030,435.00																	
c. Total Personnel Costs 166,380.00		13. Total Federal Funds Awarded to Date for Project Period 15,030,435.00																	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT																	
e. Supplies 786.00		<i>(Subject to the availability of funds and satisfactory progress of the project):</i>																	
f. Travel 13,344.00		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td></td> <td>d. 5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e. 6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f. 7</td> <td></td> </tr> </tbody> </table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2		d. 5																	
b. 3		e. 6																	
c. 4		f. 7																	
g. Construction 0.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"> a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add J Deduct Option) e. OTHER (See REMARKS) </td> <td style="width: 20%; text-align: center; vertical-align: middle; border: 1px solid black; font-size: 24px;">b</td> </tr> </table>		a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add J Deduct Option) e. OTHER (See REMARKS)	b														
a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add J Deduct Option) e. OTHER (See REMARKS)	b																		
h. Other 786.00																			
i. Contractual 15,803,446.00		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <ul style="list-style-type: none"> a. The grant program legislation. b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																	
j. TOTAL DIRECT COSTS 15,984,742.00																			
k. INDIRECT COSTS 39,900.00																			
l. TOTAL APPROVED BUDGET 16,024,642.00																			
m. Federal Share 15,030,435.00																			
n. Non-Federal Share 994,207.00																			

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

AUTHORIZING OFFICIAL:

17. OBJ CLASS 410006	18a. VENDOR CODE 4853682	18b. EIN 742677375	19. DUNS 808805154	20. CONG. DIST. 10
21. a. Direct	b. RDCGR480114	c. RDC	d. \$15,030,435.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 04/30/2020
GRANT NO. 1 RDCGR480114-01-00	

REMARKS:

This award is approved by Gregory J. Till, Authorizing Official. Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

An Estimated Useful Life will be established for the individual promotion of tourism projects as applicable prior to Treasury providing TCEQ with permission to commence construction.

DavisBacon Act requirements apply to the construction of treatment works, which includes certain stormwater controls. See 33 U.S.C. 1372. Davis-Bacon Act may apply to the E.K. Atwood Park Pavilion Improvement, Padre Balli & Magee Beach Parks, and East End Lagoon Phase 1-A projects because their scope of work involve improvements/construction of a restroom facility. The subrecipient agreement(s) and construction contracts should specify whether requirements of the Davis Bacon Act are applicable to the project. Treasury will review the draft subrecipient agreements to verify if Davis-Bacon Act is applicable.

PAGE 3 of 4	DATE ISSUED 04/30/2020
GRANT NO. 1 RDCGR480114-01-00	

RESTORE Act - FUNDING AUTHORIZATION

1.

Funding Authorization Table

Total Amount of Federal Funds Awarded to Date for Project Period	Amount of Funding Restrictions	Amount of Financial Assistance This Action	Amount authorized for ASAP Account this Action	Notes
\$15,030,435.00	\$0.00	\$15,030,435.00	\$15,030,435.00	Initial Authorization with an ASAP Maximum Draw Limit of \$543,306.00 per SAC # 2 restriction.

RESTORE Act - SPECIAL AWARD CONDITIONS

1. The following Special Award Conditions apply to this award:

Special Condition 1: Prior to its execution of each subrecipient agreement with the Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees, TCEQ must submit to Treasury OGCR each draft subrecipient agreement for Treasury OGCR verification.

Special Condition 2: An ASAP Maximum Draw Limit of \$543,306.00 is in place for this award. The ASAP Maximum Draw Limit allows TCEQ to draw down funds from this award for TCEQ costs. Prior to Treasury’s increase of the maximum draw limit for project-specific pre-construction costs, TCEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it has satisfied the requirements of SAC No. 1. Further increases to the maximum draw limit will be given with Treasury’s permission to proceed with construction for each of the subrecipient projects per Treasury RESTORE Act Standard Terms and Conditions Section W.6. In its request to commence construction, TCEQ must also submit documentation verifying each subrecipient has addressed the environmental compliance findings from Treasury’s preaward environmental compliance review.

Special Condition 3: Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the subrecipient’s procurement policies and procedures or the subrecipient’s self-certification of its procurement systems per 2 C.F.R. § 200.324.

Special Condition 4: In the “Remarks” section of each semi-annual Federal Financial Report (FFR), TCEQ is required to provide subrecipient project-level expenditure information by subrecipient.

Special Condition 5: TCEQ must account for all invoicing identified in this grant award. The subrecipients will utilize federal funding for construction with a proportional rate of each allowable and allocable invoice as follows: Sea Turtle Educational Complex is 52.26%; the Laguna Madre Boat Ramp & Education, Conservation and Tourism is 64.92%. These percentages may change based on use of funds identified in the subrecipient agreements.

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 04/30/2020
GRANT NO. 1 RDCGR480114-01-00	

AWARD ATTACHMENTS

ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON

1 RDCGR480114-01-00

1. Standard and Program Specific Terms and Conditions - December 2018
2. Scope of Work

TEXT INTENTIONALLY OMITTED

[The full text of RESTORE ACT - FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS (December 2018) Is set out in Attachment I and can also be viewed at: <https://home.treasury.gov/system/files/216/RESTORE-ACT-Standard-Terms-and-Conditions-December-2018-Final.pdf>

TCEQ Promotion of Tourism Program Scope of Work (including Excerpts from the Application Narrative and attachments)

The Texas Commission on Environmental Quality (TCEQ) requests \$17,173,996 in Direct Component funds to implement a promotion of tourism program comprised of six projects designed to promote tourism in the Texas Gulf Coast Region. Other funding contribution of \$994,207.00 is included in the application towards the Sea Turtle Educational Complex and the Laguna Madre Boat Ramp & Education, Conservation and Tourism projects. The total cost to oversee the promotion of tourism program and finalize planning and implementation of the six projects in the TCEQ application is \$18,168,203.

In this award, Treasury fund TCEQ's application at a reduced award amount of \$15,030,435.00 and withhold from the award \$2,143,561.00, which is slated for land acquisition costs until TCEQ provides Treasury with the appropriate documentation from the subrecipients for the E.K. Atwood Park Pavilion Improvements (\$1,000,000.00) and the Laguna Madre Boat Ramp & Education, Conservation and Tourism (\$1,143,561.00) projects.

The projects, selected through a competitive process as part of the development of the state's multiyear implementation plan, will be implemented with Federal funds and non-Federal funds as shown in the attached budget (Attachment A-1). Non-federal funds that were initially identified have already been expended by the subrecipient and/or related tasks will be completed outside the scope of the award and are not subject to federal requirements and review by TCEQ and are described in the individual projects below.

TCEQ will perform the necessary oversight work to ensure the activities conducted within each of the six projects included in this application maintain compliance with the regulatory standards and fiscal responsibilities required by the RESTORE Act, Treasury, and TCEQ. TCEQ requires a risk assessment of each subrecipient.

The requested performance period for the promotion of tourism program is 60-months (5 years). The Estimated Useful Life (EUL) for applicable components of the projects that require an EUL will be established within the subrecipient agreements. Also, all required permits, permissions, easements and/or determinations will be secured prior to seeking permission to commence construction.

TCEQ will review subrecipients' ability to self-certify their procurement standards for compliance with 2 CFR 200, and for those subrecipients who cannot self-certify, will review the procurements of all their contracts.

TCEQ Promotion of Tourism Program Scope of Work (including Excerpts from the Application Narrative and attachments)

TCEQ Program Oversight Milestones

Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
1	Development of grant contract agreements with subrecipients	Award + 2 months	No	15%
2	Program and Project oversight and compliance	Award + 60 months	1	30%
3	Program and Project monitoring and reporting	Award + 60 months	1	30%
4	Begin Program and Project close out	Award + 60 months	1, 2, 3	25%

The six projects that will be implemented as part of TCEQ's promotion of tourism program are described below.

Project 1: Sea Turtle Education Complex

The Sea Turtle, Inc. Educational Complex project, located in the City of South Padre Island, Cameron County, Texas, will be implemented by, Sea Turtle, Inc. The amount of the subaward from TCEQ is \$1,261,000.00 for the construction of a new veterinary clinic that will be used to rehabilitate sea turtles and will be opened to the public as a tourist attraction in South Padre Island, Texas. Construction cost are for a subrecipient construction contract for architectural/engineering, construction site work (elevation/bulkheads), demolition (clinic/tank removal), and Construction (new veterinary clinic).

Founded in 1977, Sea Turtle, Incorporated provides rehabilitation care to hundreds of injured and/or endangered sea turtles each year and provides public education to over one hundred-thousand tourists and school children annually. The existing facility is inadequate for the number of visitors touring the facility, the number of turtles being rehabilitated, and staffing needs. This construction project will create the largest stand-alone sea turtle rehabilitation center in the United States, and include veterinary medical equipment, including a CT scanner, and lead-lined windows permitting public viewing access to the clinic. The project is expected to increase the annual number of visitors to 240,000 annually and increase state and local tax revenue from \$66,269 in 2018 to \$82,000 by the target year of 2022.

The Federal Share of this project is \$659,000 and the Non-Federal Share is \$602,000. All funds will be in a subrecipient agreement with the Sea Turtle, Inc. Other funding contribution of \$602,000.00 will be provided by the Sea Turtle, Inc. Direct Component funds will only pay for the construction of the new veterinary clinic based on its proportional share of the total project cost. Cost for personnel, fringe, land appraisal and A/E will be paid for by the subrecipient outside the scope of work and are not subject to Federal requirements.

Project 1 – Sea Turtle Education Complex				
Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
1-1	Execute grant contract with TCEQ	TBD	No	3%
1-2	Architect Contractor selected	Award + 1	1	2
1-3	Receipt of Engineering Requirements and Project Specifications	Award + 4	1,2	2
1-4	Execute contract with Construction Contractor	Award + 7	1,2,3	5
1-5	Construction of Rehabilitation Clinic	Award + 18	1-4	85
1-6	Project closeout	Award + 24	1-5	3
Measure Number	Measure	Baseline	Target	Target Date
1-1	Tourism (Number of daily visitors under 18)	6,000	10,000	12/2022
1-2	New or remodeled attractions (capacity of recovering and rehabilitating sea turtles)	50	80	12/2022
1-3	Tourism (Number of annual visitors)	150,000	240,000	12/2022

Project 2: E.K Atwood Park Pavilion Improvements

The E.K Atwood Park Pavilion Improvements project, located in the City of South Padre Island, Cameron County, Texas, will be implemented by, Cameron County. The amount of the subaward from TCEQ is \$2,350,000.00 for the construction of additional parking and improvements at a county park in South Padre Island, Texas in an effort to attract more visitors and tourists to the destination. \$1,000,000.00 for land acquisition is withheld from the award for this project until TCEQ provide the appropriate documentation (appraisal and willing seller letter) from the subrecipient in a grant amendment request.

The specific improvements are: (1) improving the entry gate, (2) expanding and repairing the parking lot while converting it to a more environmentally friendly parking system, (3) improving the shade structures, (4) adding community rinse station areas, (5) fixing the bathrooms, (5) upgrading the water system, (6) adding picnic pavilions near the main pavilion, (7) upgrading the lighting throughout the park (to avoid light contamination for animals), and (8) adding educational signage.

This project includes the construction of improvements at the existing Edwin King Atwood Park Pavilion. This project will improve the Park's benefit to the public, will provide tremendous economic gains to the area through tourism and offer environmental benefits to the Gulf Coast Region. E.K. Atwood is located on Cameron County Beach Access #5 on South Padre Island, Texas, at the separation point where cars are allowed on the beach (to the north of the park) and the point where driving is not allowed (to the south of the park). The additional parking provided will close off the vehicular access to the beach at this location which will comply with the Cameron County's Erosion Response Plan and the Open Beaches Act. This will produce huge environmental benefits by helping to remove vehicular traffic on the beach and improving the quality of habitat for the native and migratory wildlife in the area.

The Federal Share of this project in this award is \$2,350,000.00. All funds will be in a subrecipient agreement with Cameron County. Other Third-Party Contribution funding in the amount of \$3,835,151.00 identified in the multiyear plan has already been expended by Cameron County for planning and design (\$264,357 for Planning and Design costs, and \$3,570,794 for Construction costs).

Project 2 – E.K. Atwood Park Pavilion Improvements				
Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
2-1	Execute contract with TCEQ	Award + 1 months	No	3%
2-2	Project Oversight	Award + 24 months	1	4%
2-3	Land acquisition (survey, appraisals and Title Deed)	Award + 6 months	1	20%
2-4	Contract executed with engineering firm (includes conceptual layout)	Award + 6 months	1,3	3%
2-5	Plan specification and cost estimate	Award + 10 months	1,3,4	4%
2-6	Contract executed with construction firm (includes conceptual layout)	Award + 11 months	1,3-5	3%
2-7	Construction commences upon receipt of NTP from TCEQ/Treasury	Award + 14 months	1, 3-6	60%
2-8	Project Closeout	Award + 24 months	1, 3-7	3%
Measure Number	Measure	Baseline	Target	Target Date
2-1	Tourism (annual number of visitors)	100,000	500,000	12/2021
2-2	New or remodeled attraction (pavilion and amenities)	0	1	12/2021

Project 3: Padre Balli & Magee Beach Parks

The Padre Balli & Magee Beach Parks project, located in Nueces County, Texas, will be implemented by, Nueces County. The amount of the subaward from TCEQ is \$7,500,000.00 for contractual cost to construct additional campsites, dune walkovers, restroom and shower facilities, and a 19 mile hike/bike trail in the county park to attract and accommodate additional tourists. Renovation work will be focused outside of the 1,000-foot setback line allowing the Nueces County Coastal Parks System to achieve long term sustainability and resilience from climate related events (coastal storms) and adapt to sea level rise issues in the future. The planning phase has already been completed, including applicable regulatory compliance and permitting, and all levels of environmental compliance have been addressed by Nueces County in Phase I.

The Contractual costs are for the subrecipient to enter into contracts for grant administration, construction management, architectural/engineering services, geotechnical investigation/construction material testing, construction for both parks (site work, demolition/disposal, construction of public buildings with showers and restrooms, pumps and motors for water/sewer system(s), and construction of all park improvement elements).

The Federal Share of this project in this award is \$7,500,000.00. Other Third-Party Contribution funding in the amount of \$5,000,000 (from the Board of Park Commissioners and the Nueces County Commissioners Court) identified in the multiyear plan has already been expended by Nueces County, along with an additional \$1,800,000 of local funds (total of \$6,800,000) was used to complete Phase I and to recover from damage caused by Hurricane Harvey to be 'project ready' for the proposed activities.

Project 3 – Padre Balli & Magee Beach Parks				
Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
3-1	Execute grant contract with TCEQ	Award + 1 month		3%
3-2	Project Oversight	Award + 48 months	1	4%
3-3	Execute contract with engineering firm	Award + 3 months	1	3%
3-4	Engineering and design complete	Award + 15 months	1,3	7%
3-5	Environmental Compliance USACE Consultation Complete	Award + 16 months	1,3,4	7%
3-6	Execute contract with construction firm	Award + 20 months	1,3,4,5	3%

3-7	Construction complete (both parks)	Award + 48 months	1,3-6	72%
3-8	Project Closeout	Award + 48 months	1-7	1%
Measure Number	Measure	Baseline	Target	Target Date
3-1	Number of annual visitors (both parks)	1,500,000	8,000,000	12/2023

Project 4: Quintana Beach Public Fishing Pier Renovation

The Quintana Beach Public Fishing Pier Renovation project, located in Brazoria County Texas, will be implemented by Brazoria County.

This construction project will renovate and extend the existing Quintana Beach Public Fishing Pier, located in Brazoria County, near the Quintana Beach Park and RV campground. The pier will be extended by an additional 200 feet and a new 150-foot T-head platform will be added to the end of the structure (total of 350 linear feet). The project will ensure the entire pier is fully Americans with Disabilities Act (ADA) compliant. This is the only free public fishing pier within the boundaries of the Houston-Galveston Metropolitan Planning Organization which services more than six million people. The project when complete will provide an educational and recreational venue that is free of charge to the public providing direct access to the Gulf of Mexico which is not duplicated anywhere else along the Texas Coast.

The amount of the subaward from TCEQ is \$1,902,400. The Federal Share in this award is \$1,902,400. Other Third-Party Contribution funding in the amount of \$116,304 identified in the multiyear plan has already been expended by Brazoria County (General Fund dollars) in the preliminary design and permitting efforts already completed in Phase I of this project

Project 4 – Quintana Beach Public Fishing Pier				
Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
4-1	TCEQ grant contract with TCEQ	Award + 1 month		3%
4-2	Execute contract with professional service providers (architectural/engineering	Award + 3 months	1	4%

	services and grant management services)			
4-3	Final construction drawings and bid documents	Award + 4 months	1-2	7%
4-4	Execute contract with construction service providers (construction, construction support and environmental services)	Award + 11 months	1-3	6%
4-5	Construction begins upon receipt of NTP from TCEQ/Treasury	Award + 18 months	1-4	70%
4-6	Project oversight	Award + 18 months	1-4	3%
4-7	Project monitoring (post project and annual reports included)	Award + 18 months (and	1-4	4%
4-8	Project close-out	Award + 20 months	1-7	3%
Measure Number	Measure	Baseline	Target	Target Date
4-1	Capacity of pier	100	300	12/2021

Project 5: Laguna Madre Boat Ramp & Education, Conservation

The Laguna Madre Boat Ramp & Education, Conservation Project, located at 200 West Corral Street in the City of South Padre Island in Cameron County Texas, will be implemented by the City of South Padre Island.

The amount of the subaward from TCEQ in this award is \$1,117,936.00. \$1,143,561.00 for land acquisition is withheld from the award for this project, until TCEQ provide the appropriate documentation (appraisal and willing seller letter) from the subrecipient in a grant amendment request. The Federal Share of this project in this award \$725,729.00 and the Non-Federal Share in this award is \$392,207.00. All funds will be in a subrecipient agreement with the City of South Padre Island. Other Funding Contribution of \$392,207.00 will be provided by the City of South Padre Island.

This project is to construct a boat ramp that will service as a new kayak launch site for the "Discover the Laguna Kayak Trail" programming, and constructing dedicated parking, in the City of South Padre Island in order to attract more boaters and promote tourism to the area.

The specific scope of work for this project includes final engineering, design, and construction of a single lane boat ramp, kayak launch, refurbishment of approximately 140 feet of existing sheet-pile bulkhead, replacement and/or repair of five transient boat docks, establishing thirty-one vehicle trailer sized parking spaces, two fish cleaning stations, educational signage, and a Kayak paddling trail.

<i>Project 5 – Laguna Madre Boat Ramp & Education, Conservation</i>				
Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
5-1	Execute grant contract with TCEQ	TBD		5%
5-2	Land Acquisition	Award + 6 months	1	5%
5-3	Permitting and regulatory compliance	Award + 18 months	1-2	10%
5-4	Engineering and Design	Award + 18 months	1-3	25%
5-5	Construction	Award + 30 months	1-4	40%
5-6	Implement educational program	Award + 34 months	1-5	10%
5-7	Project oversight	Award + 36 months (and	1-6	4%
5-8	Project closeout	Award + 36 months	1-6	1%
Measure Number	Measure	Baseline	Target	Target Date
5-1	Tourism (daily number of visitors)	0	75	03/23
5-2	Tourism (number of attractions - public trailer parking spaces)	0	31	03/23
5-3	New or remodeled attractions (public boat ramp)	0	1	03/23

Project 6: East End Lagoon Phase I-A

The East End Lagoon Phase I-A, located at the East End of Galveston Island in the City of Galveston in Cameron County Texas, will be implemented by the Galveston Park Board of Trustees.

This project is for the construction of an open-air pavilion with tables and benches, restrooms, an ADA compliant ramp, parking, signage and interpretive nature trails as part of an effort to promote tourists to the East End Lagoon in the City of Galveston. Architectural and Engineering plans have been developed and the Park Board of Trustees of the City of Galveston (Park Board) currently holds a building permit to construct this project. The reviewer finds that this activity is an eligible promotion of tourism project because the addition of amenities and enhancing accessibility are designed for increasing visitors and promoting tourists in the area.

The East End Lagoon Nature Park and Preserve will promote coastal ecosystem functions by protecting and preserving sensitive wetland and coastal prairie areas. The proposed pavilion and trail system will serve as an environmental education platform where visitors can have a 360-degree view of the largest undeveloped tract of coastal habitat found on Galveston Island. On this platform there will be educational panels explaining what the viewer is seeing and the importance it plays in the coastal ecosystem. The trails will allow visitors to explore the habitats in a sustainable way while keeping a majority of the land free from encroachment

The amount of the subaward from TCEQ is \$1,350,000.00. The Federal Share of this project in this award is \$1,350,000.00. Other Third-Party Contribution funding for personnel and fringe, will be paid for by the subrecipient outside the scope of work and are not subject to Federal requirements.

Project 6 – East End Lagoon Phase I-A				
Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
5-1	Execute contract with TCEQ	Award + 1 month		3%
5-2	Plans, designs and specifications from architect	Award + 9 months	1	5%
5-3	Execute contracts with Construction and Construction Management Contractor	Award + 14 months	1-2	6%
5-4	Obtain Building Permit, Construction Activities once	Award + 18 months		65%

	NTP from TCEQ/Treasury received			
5-5	Execute Environmental Interpretive Planning contract and receive col lateral	Award + 17 months		5%
5-6	Inspections by City of Galveston, Engineer of Record as trades are completed	Ongoing as appropriate	5	3%
5-7	As-built Drawings and City of Galveston Certificate of Occupancy	Award + 35 months		3%
5-8	Photographs, Press Release, Invitation, newspaper article(s) and social media posts	Award + 40 months		2%
5-9	Project oversight	Award + 44 months		4%
5-10	Project closeout	Award + 48 months	1-9	4%
Measure Number	Measure	Baseline	Target	Target Date
5-1	Number of visitors per year	0	863	12/2023

Attachment L (amendment 1)

1. DATE ISSUED <i>MM/DD/YYYY</i> 08/12/2021		1a. SUPERSEDES AWARD NOTICE dated 04/30/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. 8 RDCGR480114-01-01 Formerly		5. TYPE OF AWARD Other	
4a. FAIN RDCGR480114		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD <i>MM/DD/YYYY</i> From 05/01/2020		Through 04/30/2025	
7. BUDGET PERIOD <i>MM/DD/YYYY</i> From 05/01/2020		Through 04/30/2025	
8. TITLE OF PROJECT (OR PROGRAM) FY20 RESTORE PROMOTION OF TOURISM BKT 1			

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON
12100 Park Thirty Five Cir
Austin, TX 78753-1808

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Brenda Allred
P.O. Box 13087 MC-100
Austin, TX 78711-3087
Phone: 512-239-0269
Electronically Signed 06/20/2021

9b. GRANTEE PROJECT DIRECTOR
Ms. Sheri Land
P.O. Box 13087
MC 218
AUSTIN, TX 78711
Phone: 512-239-0627

10b. FEDERAL PROJECT OFFICER
Ms. Nicole Edwards
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-0175

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	I
II Total project costs including grant funds and all other financial participation	II
a. Salaries and Wages	261,804.00
b. Fringe Benefits	99,994.00
c. Total Personnel Costs	361,798.00
d. Equipment	0.00
e. Supplies	786.00
f. Travel	13,344.00
g. Construction	0.00
h. Other	786.00
i. Contractual	16,138,046.00
j. TOTAL DIRECT COSTS	16,514,760.00
k. INDIRECT COSTS	90,223.00
l. TOTAL APPROVED BUDGET	16,604,983.00
m. Federal Share	15,610,776.00
n. Non-Federal Share	994,207.00

12. AWARD COMPUTATION			
a. Amount of Federal Financial Assistance (from item 11m)			15,610,776.00
b. Less Unobligated Balance From Prior Budget Periods			0.00
c. Less Cumulative Prior Award(s) This Budget Period			15,030,435.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION			580,341.00
13. Total Federal Funds Awarded to Date for Project Period			15,610,776.00
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
a. DEDUCTION			b
b. ADDITIONAL COSTS			
c. MATCHING			
d. OTHER RESEARCH (Add / Deduct Option)			
e. OTHER (See REMARKS)			
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
a. The grant program legislation			
b. The grant program regulations			
c. This award notice including terms and conditions, if any, noted below under REMARKS.			
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - Yes No)

This award amendment is approved by Gregory J. Till, Authorizing Official. Accepting this award amendment in GrantSolutions.gov constitutes acceptance of the amendment and the Standard Terms and Conditions and Program-Specific Terms and Conditions and Special Award Conditions.

AUTHORIZING OFFICIAL:

17. OBJ CLASS	410006	18a. VENDOR CODE	4853682	18b. EIN	742677375	19. DUNS	808805154	20. CONG. DIST.	10
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	Direct	b.	RDCGR480114	c.	RDC	d.	\$580,341.00	e.	
22. a.		b.		c.		d.		e.	
23. a.		b.		c.		d.		e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 08/12/2021
GRANT NO. 8 RDCGR480114-01-01	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	04/30/2025	Final	08/28/2025

RESTORE Act - FUNDING AUTHORIZATION

1. Funding Authorization Table

Total Amount of Federal Funds Awarded to Date for Project Period	Amount of Funding Restrictions	Amount of Financial Assistance This Action	Amount authorized for ASAP Account this Action	Notes
<i>Line 13 of NOA/ Amendment</i>		<i>Line 12d of NoA</i>		
\$15,030,435.00	\$0.00	\$15,030,435.00	\$15,030,435.00	Initial Authorization with an ASAP Maximum Draw Limit of \$543,306.00 per SAC # 2 restriction.
\$15,610,776.00	\$0.00	\$580,341.00	\$580,341.00	Amendment No. 1: Monetary Amendment. Maximum Draw Limit is now \$789,047 per the revised SAC #2.

RESTORE Act - SPECIAL AWARD CONDITIONS

1. The following Special Award Conditions apply to this award:

Special Condition 1: Prior to its execution of each subrecipient agreement with the Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees, TCEQ must submit to Treasury OGCR each draft subrecipient agreement for Treasury

PAGE 3 of 4	DATE ISSUED 08/12/2021
GRANT NO. 8 RDCGR480114-01-01	

OGCR verification. **(SATISFIED FOR ALL PROJECTS).**

Revised Special Condition 2: An ASAP Maximum Draw Limit of \$789,047 (**increased in amendment RDCGR480114-01-01**) is in place for this award. The ASAP Maximum Draw Limit allows TCEQ to drawdown funds from this award for TCEQ's costs. Prior to Treasury's increase of the Maximum Draw Limit for project-specific preconstruction costs, TCEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it has satisfied the requirements of SAC No. 1. **(SATISFIED with amendment RDCGR480114-01-01)**. Further increases to the Maximum Draw Limit will be permitted Treasury's permission to proceed with construction for each of the subrecipient projects per section W.6. of the RESTORE Act Standard Terms and Conditions. In its request to commence with construction, TCEQ must also submit documentation verifying each subrecipient has addressed the environmental compliance findings from Treasury's pre-award environmental compliance review.

Special Condition 3: Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the subrecipient's procurement policies and procedures or the subrecipient's self-certification of its procurement systems per 2 C.F.R. § 200.324. (Superseded by 2 C.F.R. § 200.325(c)).

Special Condition 4: In the "Remarks" section of each semi-annual Federal Financial Report (FFR), TCEQ is required to provide subrecipient project-level expenditure information by subrecipient.

Special Condition 5: TCEQ must account for all invoicing identified in this grant award. The subrecipients will utilize federal funding for construction with a proportional rate of each allowable and allocable invoice as follows: Sea Turtle Educational Complex is 52.26%; the Laguna Madre Boat Ramp & Education, Conservation and Tourism is 64.92%. These percentages may change based on use of funds identified in the subrecipient agreements.

STANDARD TERMS

1. 1. New General Terms and Conditions

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with the Office of Management and Budget's (OMB) guidance located at 2 C.F.R. Part 200, all applicable Federal laws, and relevant Executive Orders, especially:

- Guidance for Grants and Agreements in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, 2 C.F.R. Part 200), as updated in the Federal Register at 85 FR 49506 on August 13, 2020, particularly on: Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 C.F.R. § 200.216),
- Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 C.F.R. § 200.322), and
- 2 C.F.R. § 200.340(a)(2), which permits Treasury or a pass-through entity to terminate a federal award in whole or in part, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities.
- Reporting Subaward and Executive Compensation Information pursuant to 2 C.F.R. Part 170, as

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 08/12/2021
GRANT NO. 8 RDCGR480114-01-01	

updated by OMB on August 13, 2020. The award term set forth in Appendix A of 2 C.F.R.170 is hereby incorporated by reference into your award.

Standard and Program Specific Terms and Conditions

1. See attached

AWARD ATTACHMENTS

ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON

8 RDCGR480114-01-01

1. Statement of Work
2. Standard and Program Specific Terms and Conditions - December 2018

APPROVED AMENDED SCOPE OF WORK

The Approved Amended Scope of Work includes information provided with the amendment application. The attached documents, taken from the amendment application, provide a summary of the amended scope of work approved with this award.

The attached amendment is an existing grant for the Texas Commission on Environmental Quality (TCEQ), FY20 RESTORE Promotion of Tourism (BKT 1), GRANT RDCGR480114 Amendment No. 1. This amendment executes the following suite of actions:

1. Adds RESTORE Direct Component funds for TCEQ's personnel, fringe and associated indirect costs;
2. Adds RESTORE Direct Component funds for TCEQ's subrecipient contractual funds for a specific project included in the initial award (Quintana Beach Public Fishing Pier); and
3. Modifies SAC #2 to reflect the revised maximum draw limit.

RDCGR480114 FY20 RESTORE Promotion of Tourism (BKT 1)
Monetary Amendment No. 1 Scope of Work

The purpose of the monetary grant amendment is two-fold: increase funds for TCEQ to align with its costs to manage and oversee the implementation of the Tourism grant; and increase contractual/sub-recipient funds for a specific project included in the initial award (Quintana Beach Public Fishing Pier). With the awarding of this monetary grant amendment, the personnel cost will increase by \$141,804 for a new total of \$261,804 over four years. The fringe benefits will increase by \$53,614 and the indirect costs will increase by \$50,323. The allocation of the personnel costs is provided below. The amount for contractual/sub-recipient will increase by \$334,600 for a new total of \$16,965,290. Overall, the amount of requested funding increase equals \$580,341 in additional monies.

Personnel

Senior Advisor/Policy & Development 4% of their total time = \$4,776 annually

- Participate in the development and implementation of the yearly work plans
- Provide documents to Commissioner for decision making
- Review, edit and secure appropriate approval for documents as needed
- Participate in meetings with Treasury
- Review and/or prepare all responses to the public
- Manage internal and external communications
- Oversight of budget related activities
- Oversight of Texas RESTORE web site
- Other activities as required

RESTORE Grant Program Manager 5% of their total time = \$5,093 annually

- Participate in the development and implementation of the yearly work plans
- Participate in development of grant contract with sub-recipients and maintain information on any subsequent amendments
- Manage grant projects, including but not limited to monitoring, reviewing, and finalizing all required reports, review invoices; assure compliance with SOW, deliverable and milestones
- Serve as point-of-contact to project sub recipients
- Participate in weekly Project Management meetings
- Participate in site visits • Participate in the preparation of materials for Commissioner
- Post required information in a timely manner in the RESTORE Access data base
- Other activities as required

Grant Coordinator 75% of their total time = \$36,360 annually

- Manage grant projects, including but not limited to monitoring, reviewing, and finalizing all required reports, review invoices; assure compliance with SOW, deliverable and milestones
- Serve as point-of-contact to project sub recipients
- Participate in weekly Project Management meetings
- Participate in site visits
- Post required information in a timely manner in the RESTORE Access data base

Grant Coordinator 15% of their total time = \$7,236 annually

- Manage all information and documents required to ensure environmental compliance for individual projects
- Serve as point-of-contact to project sub recipients for environmental compliance issues

- Participate in weekly Project Management meetings
- Participate in site visits
- Post required information in a timely manner in the RESTORE Access data base Participate in site visits
- Post required information in a timely manner in the RESTORE Access data base

Program Specialist 10% of their total time = \$4,774 annually

- Provide support in posting necessary documents on web site
- Assist in developing the final products for the work plans to assure accessibility
- Assist in preparing materials for Executive Director, Toby Baker
- Maintain database and process necessary information for budgeting, procurement, and payment operations
- Conduct activities related to agency's internal accounting and management system
- Maintain the Texas RESTORE web site

Program Specialist I 5% of their total time = \$1,988 annually

- Back up to Program Specialist on select activities

Contract Specialist 5% of their total time = \$2,524 annually

- Review invoices for compliance and prepare for payment
- Assist in preparing materials for management
- Oversee development of contract, contract amendments and processing
- Following project reporting and financial compliance of invoices
- Assist in developing required reports to Treasury
- Manage templates for documents, including accessibility-related items

Budget Analyst II 5% of their total time = \$2,700 annually

- Assists in developing operating budget
- Prepares budget/funding related documents for submission in agency's internal budget and accounting management system (BAMS)
- Coordinates and monitors activities, including approvals in BAMS
- Assists in preparing information for submission of budget related activities in the agency's internal grants module system
- Conducts analysis of funds relative to available funds
- Provides technical advice and assistance on budgetary matters as needed

Contractual/Sub-recipient

Increase the amount in the initial grant award (1RDCGR480114-01-00) for contractual/subrecipient by \$334,600. These funds will be to support the Quintana Beach Public Fishing Pier project (sub-recipient is Brazoria County).

The additional funds requested in the amount of \$334,600 will be used by the subrecipient (Brazoria County) to: Support an increase in Quintana Beach Public Fishing Pier project-specific costs for A/E services, construction costs, & other contractual services. For a detailed breakdown, please see attached Cost Updates - Quintana Beach Public Fishing Pier Project excel sheet.

Category	TCEQ Current Award	Amendment Amounts	Proposed New Amounts
Personnel	\$120,000.00	\$141,804.00	\$261,804.00
Fringe	\$46,380.00	\$53,614.00	\$99,994.00
Travel	\$13,344.00		\$13,344.00
Supplies	\$786.00		\$786.00
Other	\$786.00		\$786.00
Contractual	\$15,803,446.00	\$334,600.00	\$16,138,046.00
Total Direct Charges	\$15,984,742.00	\$530,018.00	\$16,514,760.00
Indirect Charges	<u>\$39,900.00</u>	<u>\$50,323.00</u>	<u>\$90,223.00</u>
TOTALS	\$16,024,642.00	\$580,341.00	\$16,604,983.00
Federal	\$15,030,435.00	\$580,341.00	\$15,610,776.00
Non-Federal	\$994,207.00	<u>\$0.00</u>	\$994,207.00

ATTACHMENT L (amendment 2)

1. DATE ISSUED MM/DD/YYYY 1/10/2023	1a. SUPERSEDES AWARD NOTICE dated 8/12/2021 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	
3. ASSISTANCE TYPE Formula Grant	
4. GRANT NO. RDCGR480114-01-02 Formerly	5. TYPE OF AWARD Other
4a. FAIN. RDCGR480114	5a. ACTION TYPE Post Award Amendment
6. PROJECT PERIOD MM/DD/YYYY From 5/1/2020	through 4/30/2025 MM/DD/YYYY
7. BUDGET PERIOD MM/DD/YYYY From 5/1/2020	through 4/30/2025 MM/DD/YYYY
8. TITLE OF PROJECT (OR PROGRAM) FY20 RESTORE PROMOTION OF TOURISM BKT 1	

**U.S. DEPARTMENT OF THE TREASURY
Office of Recovery Programs
Office of Gulf Coast Restoration**

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS Texas Commission On Environmental Quality 12100 Park 35 Circle Austin TX: Texas 78753	9b. GRANTEE PROJECT DIRECTOR Sheri Land 12100 Park 35 Circle Austin TX: Texas 78753 512-239-0627
10a. GRANTEE AUTHORIZING OFFICIAL Brenda Allred 12100 Park 35 Circle Austin TX: Texas 78753 512-239-0269 Wed Jan 25 00:00:00 GMT 2023	10b. FEDERAL PROJECT OFFICER Shelby Servais 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001 202-281-9187

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION			
I. Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)		\$19,917,671.00	
II. Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods		\$0.00	
I		c. Less Cumulative Prior Award(s) This Budget Period		\$15,610,776.00	
a. Salaries and Wages	\$446,720.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION		\$4,306,895.00	
b. Fringe Benefits	\$164,000.00	13. Total Federal Funds Awarded to Date for Project Period		\$19,917,671.00	
c. TOTAL PERSONNEL COSTS	\$610,720.00	14. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project):</i>			
d. Equipment	\$0.00	YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
e. Supplies	\$786.00	a. 2		d. 5	
f. Travel	\$13,344.00	b. 3		e. 6	
g. Construction	\$0.00	c. 4		f. 7	
h. Other	\$786.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
i. Contractual	\$22,625,707.00	a. DEDUCTION			
j. TOTAL DIRECT COSTS	\$23,251,343.00	b. ADDITIONAL COSTS			
k. INDIRECT COSTS	\$149,284.00	c. MATCHING			
l. TOTAL APPROVED BUDGET	\$23,400,627.00	d. OTHER RESEARCH (Add/Deduct Option)			
m. Federal Share	\$19,917,671.00	e. OTHER(See REMARKS)			
n. Non-Federal Share	\$3,482,956.00	b. Additional Costs			

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- The grant program legislation
- The grant program regulations.
- This award notice including terms and conditions, if any, noted below under REMARKS.
- Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes)
See next page

AUTHORIZING OFFICIAL:
Jessica Milano, Chief Program Officer, Office of Recovery Programs, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
Wed Jan 25 00:00:00 GMT 2023

Wed Jan 25 00:00:00 GMT 2023

7.OBJ CLASS 410006	18a. VENDOR CODE 4853682	18b. EIN 74-2677375	19a. UEI K8D3M5BXYL74 808805154	19b. DUNS	20. CONG. DIST. TX-025
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21.a. Direct	b. RDCGR480114	c. RDC	d. \$4,306,895.00	e.	
22.a.	b.	c.	d.	e.	
23.a.	b.	c.	d.	e.	

DATE ISSUED: 1/10/2023
GRANT NO. RDCGR480114-01-02

REMARKS:

This amendment is approved by Jessica Milano, Authorizing Official. Accepting this award in the Treasury RESTORE Act Grants Management System constitutes acceptance of this award and the December 2018 RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account.

DATE ISSUED:

1/10/2023

GRANT NO. RDCGR480114-01-02

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	04/30/2025	Final	08/28/2025

USA SPENDING DESCRIPTION

The Fiscal Year 2020 RESTORE Promotion of Tourism grant is awarded to Texas Commission on Environmental Quality (TCEQ) under the RESTORE Act Direct Component program to support seven individual projects. The objective of the projects under the program is to promote tourism in the Gulf Coast Region. The projects will benefit the communities in the Gulf Coast Region. The seven projects under TCEQ's program, and their respective subrecipients, are as follows: (1) Sea Turtle Educational Complex (subrecipient: Sea Turtle, Inc.), (2) E.K Atwood Park Pavilion Improvements (subrecipient: Cameron County), (3) Padre Balli and Magee Beach Parks (subrecipient: Nueces County), (4) Quintana Beach Public Fishing Pier Renovation-Phase II (subrecipient: Brazoria County), (5) Laguna Madre Boat Ramp and Education, Conservation Tourism (subrecipient: City of South Padre Island), (6) East End Lagoon Phase I-A (subrecipients: Conservation and Tourism and the Galveston Park Board of Trustees), and (7) Bolivar Peninsula Nature Trail (subrecipient: Audubon Society).

DATE ISSUED: 1/10/2023
GRANT NO. RDCGR480114-01-02

RESTORE Act - FUNDING AUTHORIZATION

Total Amount of Federal Funds Awarded to Date. <i>Line 13 of NoA/Amendment</i>	Amount of Funding Restriction	Amount of Financial Assistance This Action <i>Line 12d of NoA/Amendment</i>	Amount Authorized for ASAP Account this Action	Notes
\$	\$	\$	\$	
\$19917671.00	\$0.00	\$4306895.00	\$4306895.00	Amendment No. 2: Monetary Amendment. Maximum Draw Limit is now \$2,762,742.00 per the revised SAC #2.

RESTORE Act - SPECIAL AWARD CONDITIONS

SAC Number: SAC1

SAC Text: (Updated with RDCGR480114-01-02): Prior to its execution of each subrecipient agreement with the Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, Galveston Park Board of Trustees, and the Audubon Society, TCEQ must submit to Treasury OGCR each draft subrecipient agreement for Treasury OGCR verification. (SATISFIED for Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees).

SAC Number: SAC2

SAC Text: (Updated with RDCGR480114-01-02): An ASAP Maximum Draw Limit of \$2,762,742.00 (increased in amendment RDCGR480114-01-02; this action) is in place for this award. The ASAP Maximum Draw Limit allows TCEQ to drawdown funds from this award for TCEQ’s costs. Prior to Treasury’s increase of the Maximum Draw Limit for project-specific pre-construction costs, TCEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it has satisfied the requirements of SAC No. 1. (SATISFIED for Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees). Further increases to the Maximum Draw Limit will occur with Treasury’s permission to proceed with construction for each of the subrecipient projects per section W.6. of the 2018 RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions. In its request to commence with construction, TCEQ must also submit documentation verifying each subrecipient has addressed the environmental compliance findings from Treasury’s pre-award environmental compliance review.

SAC Number: SAC3

SAC Text: (Updated with RDCGR480114-01-02): Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the

subrecipient's procurement policies and procedures or the subrecipient's self-certification of its procurement systems per 2 C.F.R. § 200.324. (Superseded by 2 C.F.R. § 200.325(c)(2)) (SATISFIED for Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees).

SAC Number: SAC4

SAC Text: In the "Remarks" section of each semi-annual Federal Financial Report (FFR), TCEQ is required to provide subrecipient project-level expenditure information by subrecipient.

SAC Number: SAC5

SAC Text: (Updated with RDCGR480114-01-02): TCEQ must account for all invoicing identified in this grant. The subrecipients will utilize federal funding for construction with a proportional rate of each allowable and allocable invoice as follows: Sea Turtle Educational Complex is 19%; the Laguna Madre Boat Ramp and Education, Conservation and Tourism is 74%; and the Bolivar Peninsula Nature Trail project 100%. These percentages may change based on use of funds identified in the subrecipient agreements.

RESTORE Act - Scope of Work

Funding Authorization Table (All Actions)

Action	Requested Funding	Amount of Funding Restriction	Amount of Funding Assistance This Action <i>Line 12 of No. 1</i>	Amount Authorized for ASAP Account this Action	Notes
1	\$15,030,435.00	\$0.00	\$15,030,435.00	\$15,030,435.00	Initial Authorization with an ASAP Maximum Draw Limit of \$543,306.00 per SAC # 2 restriction.
2	\$15,610,776.00	\$0.00	\$580,341.00	\$580,341.00	Amendment No. 1: Monetary Amendment. Maximum Draw Limit is now \$789,047 per the revised SAC #2.
3	\$19,917,671.00	\$0.00	\$4,306,895.00	\$4,306,895.00	Amendment No. 2: Monetary Amendment. Maximum Draw Limit is now \$2,762,742.00 per the revised SAC #2.

Amended Scope of Work to include the addition of the Bolivar Peninsula Nature Trail Project:

The scope of work has been amended to include the addition of the Bolivar Peninsula Nature Trail Project, the seventh project for the FY20 RESTORE PROMOTION OF TOURISM BKT 1 program grant accepted on TCEQ's Multiyear Implementation Plan. The objective of the Bolivar Peninsula Nature Trail Project is to develop a tourism route connecting nature and recreation sites on the Bolivar Peninsula in Galveston County. Funding will be used to develop visitor facilities, design, and implement a cohesive wayfinding system, and conduct habitat protection and enhancement. The project proposed in the Amendment application is consistent with TCEQ's current Multiyear Implementation Plan.

The Bolivar Peninsula Nature Trail (BPNT) proposal was developed by a diverse group of stakeholders with the shared mission to expand nature-based recreational opportunities and environmental education and outreach for High Island and the Bolivar Peninsula. This proposal seeks funding to develop the Bolivar Peninsula Nature Trail—a tourism route connecting 12 nature and recreation sites on the Bolivar Peninsula in unincorporated Galveston County. Funding will be used to develop visitor facilities, design and implement a cohesive wayfinding system, and conduct habitat protection and enhancement. The Bolivar Peninsula Nature Trail is a collaborative project spearheaded by local residents, landowners, schools, businesses, non-profit organizations, and the county.

The Bolivar Peninsula is home to a unique set of coastal, upland, and marshland habitats. The 12 nature trail sites included in this proposal will introduce visitors to each of the major habitat types found on the Peninsula. This proposal will have environmental benefits both directly—through enhancement activities—and indirectly through education, promotion, and stewardship. See map.

Location	Site Improvements
Bolivar Flats Shorebird Sanctuary	Signage and Wayfinding Observation Platform Parking
Bolivar Yacht Basin Boat Launch	Signage and Wayfinding Parking
Boy Scout Woods Bird Sanctuary	Signage and Wayfinding Bleachers
Crenshaw School of Environmental Studies	Signage and Wayfinding Hiking Trails Viewing Platform
Eubanks Woods Bird Sanctuary	Signage and Wayfinding Water Infrastructure Boardwalks Hiking Trails Parking Wildlife Blind
Fort Travis County Park	Signage and Wayfinding Parking Septic System Replacement
Gast Woods Bird Sanctuary	Signage and Wayfinding Boardwalks Parking Observation Platform
Horseshoe Marsh Bird Sanctuary (Frenchtown Rd)	Signage and Wayfinding Bollards and Cable
Horseshoe Marsh Bird Sanctuary (Central Trail)	Signage and Wayfinding Boardwalks Drainage Culvert Benches
Mundy Marsh Bird Sanctuary	Signage and Wayfinding Boardwalks Hiking Trails Observation Platform Parking Drainage Culverts
North Jetty	Signage and Wayfinding
Smith Oaks Bird Sanctuary	Signage and Wayfinding Observation Platform High Island Visitor Center

Description of all 12 Bolivar Peninsula Nature Trail sites and projects proposed at each location:

1. Bolivar Flats Shorebird Sanctuary

a. Location Description: 1,256-acre site with the entrance located at the public beach access off Rettilon Road in Port Bolivar. An exceptionally productive complex of mudflats, salt marsh, uplands, and beach. This ideal combination of habitats provides resting, feeding, and breeding sites for hundreds of thousands of birds each year. It is recognized as a globally important area for shorebirds by the Western Hemisphere Shorebird Reserve Network.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. The vehicular exclusion bollards and cable will provide safer beach experiences for people and permit invertebrate beach infauna to recover and support more wildlife. An observation platform will allow visitors to see across the flats and wetland, increasing viewability of birds in the area. Improved parking will allow for designated areas for people to park for access to the observation platform. Houston Audubon Society (HAS) will be responsible for maintaining this site.

2. Bolivar Yacht Basin Boat Launch

a. Location Description: Site is located at the public boat launch on the north end of Yacht Basin Road, near the intersection of Yacht Basin and Hamilton Avenue in Gilchrist. Bolivar Yacht Basin is a water access point to East Galveston Bay situated on the backside of Bolivar Peninsula between Port Bolivar and Crystal Beach, approximately six miles from the Bolivar ferry landing and two miles from the Gulf of Mexico.

b. Proposed Projects: Signage, wayfinding, and improved parking areas will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will be responsible for maintaining this site.

3. Boy Scout Woods Bird Sanctuary

a. Location Description: 46 acres. Site entrance is 2088 5th Street in High Island. A combination of hackberry/oak motte, coastal prairie, and wetlands one mile from the Gulf of Mexico on High Island. A

proposed phase one of the Gulf Habitat Nature Trail will pass through protected and restored forest, coastal prairie, freshwater marsh, high tidal marsh, low tidal marsh, and ending with a view of the Gulf of Mexico. This journey through the various Gulf habitats will create meaningful opportunities to better understand our coastal ecosystem.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Improved bleachers will provide visitors with areas to rest, observe birds, and serve as a foundation for future education programs. HAS will be responsible for maintaining this site.

4. Crenshaw School of Environmental Studies Nature Trail

a. Location Description: 33 acres. Site address is 416 State Hwy 87 in Crystal Beach. This site is owned by Galveston Independent School District. A portion is developed with the Environmental Science Magnet School facility. The bulk of the site is undeveloped and includes coastal prairie and coastal wetlands. Galveston ISD will be responsible for maintaining this site.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location, provide visual aids for teachers and students, and guide visitors to other locations on the Bolivar Peninsula Nature Trail. Repairing trails and the viewing platform would provide sustainable access to wetland habitat and offer opportunities for in-the-field learning about local ecosystems. Galveston ISD will be responsible for maintaining this site.

5. Eubanks Woods Bird Sanctuary

a. Location Description: 9 acres. The entrance to this site will be on Old Mexico Road in High Island, between Walter Street and Willow Street, across from First United Pentecostal Church. This mature woodland in the middle of High Island provides critical stopover habitat for migratory birds and is home to many resident wildlife species to be discovered by visitors.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. The water infrastructure site improvement includes installing a drip water feature, which will create a permanent shallow pond that enhances freshwater availability for migratory and resident wildlife. Improvements to parking, hiking trails, and boardwalks will prevent erosion and establish clear paths for visitors. The wildlife blind allows visitors to view birds while having minimal disturbance to the wildlife. HAS will be responsible for maintaining this site.

6. Fort Travis Park

a. Location Description: 60 acres. The Park address is 900 State Hwy 87 in Port Bolivar. This short grass site owned by Galveston County has several historical military facilities. In addition to the rich historical opportunities here, the vast grasslands host many bird species that prefer the open parkland. The commanding views of Bolivar Roads ship channel and the surrounding water provides premium wildlife viewing for birds and dolphins.

b. Proposed Projects: Signage, wayfinding, improved parking, and a septic system replacement will benefit tourist experiences at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will be responsible for maintaining this site.

7. Gast Woods Bird Sanctuary

a. Location Description: 8 acres. Site entrance is 1432 Kane Lane in High Island. This wooded property is located on the eastern-most end of Bolivar Peninsula and sits on the western edge of High Island above the marsh below. Mostly coastal woodlands but includes a small wetland area with plans to improve water retention for the wetland.

b. Proposed Projects: Signage, wayfinding, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks and an observation platform will allow visitors to travel further into the sanctuary and prevent erosion. HAS will be responsible for maintaining this site.

8. Horseshoe Marsh Bird Sanctuary (Frenchtown Road)

a. Location Description: 698 acres. The entrance for this portion of the sanctuary will be the public beach access on 1st Street in Port Bolivar. Horseshoe Marsh is bounded to the

north and east by Loop 108, SH 87 to the south, and Frenchtown Rd to the west. The westernmost tip of the property boundary, near Frenchtown Road, is along the shoreline of Galveston Bay where the Gulf Intracoastal Waterway (GIWW) intersects with the Houston Ship Channel. This nature preserve includes salt marsh and wet coastal prairie surrounding a shallow tidal lagoon hosting exemplary oyster reefs favored by many wildlife species at low tide. This is a favorite crabbing and fishing location in Port Bolivar.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Bollards and cable extensions would protect the bay-shore from motor vehicles, which allows invertebrate infauna to recover and support more wildlife. HAS will be responsible for maintaining this site.

9. Horseshoe Marsh Bird Sanctuary (Central Trail)

a. Location Description: See 8a. The entrance for this portion of the sanctuary will be between 2303 and 2312 Broadway Avenue (TX-108) in Port Bolivar.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks will allow visitors to travel further into the sanctuary and prevent erosion. A drainage culvert will reduce flooding impacts at the proposed point of entry. Benches will provide visitors with places to rest and to watch wildlife. HAS will be responsible for maintaining this site.

10. Mundy Marsh

a. Location Description: 368 acres. The entrance to this site will be between 2366 and 2401 State Hwy 87 in Gilchrist. This site is located on the east end Bolivar Peninsula near the community of Gilchrist, approximately 2 miles north of Rollover Pass and 5 miles west of High Island. Mundy Marsh hosts an intact gem of coastal marsh and prairie with Seaside Sparrows, Nelson's Sparrow, Yellow Rail and Black Rail documented on the property.

b. Proposed Projects: Signage, wayfinding, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks, hiking trails, and an observation platform will allow visitors to travel further into the sanctuary and prevent erosion. A drainage culvert will reduce flooding impacts at the proposed point of entry. HAS will be responsible for maintaining this site.

11. North Jetty

a. Location Description: Site is between 802 17th Street in Port Bolivar and the Gulf shoreline. The jetty extends into the Gulf of Mexico at 17th Street in Port Bolivar. Bolivar Flats Shorebird Sanctuary is visible from the jetty.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will be responsible for maintaining this site.

12. Smith Oaks Bird Sanctuary

a. Location Description: 178 acres. Site entrance is 2205 Old Mexico Road in High Island. This is the eastern anchor property for the BPNT, located at the start of Bolivar Peninsula in the unincorporated community of High Island in the far-east end of Galveston County. It contains majestic oak mottes, ponds, wetlands, and coastal prairie. The Rookery includes three ponds on the property and has been a roosting and nesting place for thousands of waterbirds for more than twenty years. The development of two new additional nesting islands has resulted in significant increase in breeding Roseate Spoonbills, Great Egrets, Snowy Egrets, Tricolored Herons, and Neotropic Cormorants.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. An observation platform will help visitors see migration flights. Renovating the current pavilion structure into a climate-controlled visitor center will serve as an anchor destination for the Bolivar Peninsula Nature Trail. HAS will be responsible for maintaining this site.

B. Need

Improvements included in this funding request will help promote the economic and ecological resiliency of the Bolivar Peninsula through increased nature-based visits to wild places. Wildlife activity should be enhanced by controlling access to the sites by vehicles and pedestrians.

Specific Need:

- Improvements to manage public access to Bolivar Peninsula Nature Trail sites will reduce encroachment on sensitive habitat and manage litter, runoff, and other forms of human-caused pollution.
- Bollards and cable to prevent vehicular access to sensitive waterbird habitat. Onsite includes proposal for bollard and cabling to limit vehicle access to protected waterbird habitat. Intrusion of motor vehicles into areas not designed to accommodate them, such as ATVs and motorcycles, results in damage to habitat. In addition, provision of boardwalks for pedestrian access contributes to soil stability and prevention of erosion.
- Mundy Marsh Bird Sanctuary is currently inaccessible to visitors. This project will increase nature-based opportunities for both residents and visitors to the Bolivar Peninsula. tourism opportunities.

C. Purpose

This project will increase community resiliency by supporting the local economy and promoting/encouraging further conservation efforts on the Bolivar Peninsula.

The work funded by this proposal will help enhance tourism on the Bolivar Peninsula, already a mainstay of the local economy. While tens of thousands of visitors are visiting the Peninsula annually, the visitor experience on the Peninsula needs improvement. The lack of signage, information, and tourist infrastructure can make it difficult to find the full range of destinations and activities that are available. The improvements funded by this proposal will vastly improve this visitor experience. Signage along major routes will make the Peninsula's many destinations easy to find, and improvements at those sites will make them more welcoming. This proposal includes 4.8 miles of new or improved trails and boardwalks, several observation towers and platforms, improved park facilities, and improved boat access. We believe these improvements will encourage visitors to prolong their stays, attract new or repeat visitors, and expand the Peninsula's tourism "high season." The improvements proposed in this funding request will enhance these properties. Providing defined parking areas, trails, and other amenities will help control public use of these sites and protect sensitive habitat. Removal of invasive plant species will enhance habitat for native species. For example, this project will provide foraging and roosting habitat for Reddish Egrets (State Threatened), White-faced Ibis (State Threatened), White-tailed Hawk (State Threatened), and Piping Plover (Federally listed Threatened and Endangered populations, State Threatened). It may also provide protected nesting habitat for threatened and endangered sea turtles. The

proposed bollard and cable vehicle exclusion area would allow a more protected approach to the dunes and a softer substrate after compacted beach substrate has recovered. As recently as March 2016, turtle tracks in Bolivar Flats Shorebird Sanctuary were reported and investigated by the sea turtle monitors.

D. Objectives

The projects funded by this request will improve existing tourist infrastructure, increase the number of tourist destinations, and raise awareness of visitor destinations. The stakeholders of this project predict that these improvements will: (1) increase the number of tourists visiting Bolivar; (2) extend average length of stay; (3) extend the current tourist “high season”; and (4) create new opportunities and demand for local businesses. These impacts will boost visitor spending, lengthen the period when businesses can rely on tourism, and yield greater economic support of both existing and new businesses. Current access to beach, bay area, wetlands, and prairies is either limited or poorly known in the project area, especially to visitors to the area. The perfect outcome would be a nature trail that guides both residents and visitors to experiences that heightens their appreciation of the natural history, instills a sense of pride for the area, and promotes stewardship of the habitats of the Upper Texas Coast.

Education of both visitors and local residents is a goal of the Bolivar Peninsula Nature Trail. This project will make meaningful educational contributions through: (1) site-specific interpretation at key locations within each Bolivar Peninsula Nature Trail site, (2) general education and interpretation through visitor information kiosks, brochures, websites, and other collateral; and (3) opportunities for in-the-field learning, working in partnership with Galveston ISD and High Island ISD.

These improvements will highlight the unique natural resources found on the Bolivar Peninsula, and will teach visitors and residents about how those resources fit in with the larger Gulf Coast ecoregion. Topics will cover the diversity of habitats found on Bolivar (beach/dune, freshwater marsh, saltwater marsh, coastal prairie, wooded uplands), plant and animal life (with a strong focus on the incredible birdlife found on the Peninsula), geology (salt dome at High Island), and other environmental topics (anti-littering/dumping messaging, etc.). Several sites will also include interpretation about the history and economy of the Peninsula (e.g., interpretive displays in Fort Travis Seashore Park).

By creating new and improved access to these 12 sites, and subsequently interpreting the resources found there, this project will make a significant impact in educating the general public about the Bolivar Peninsula and the Texas Gulf Coast. Web and printed materials will entice individuals to visit the Bolivar Peninsula, and spread this environmental and educational message beyond the 12 Nature Trail locations.

E. How project activity will be carried out in the Gulf Coast Region

This project will be carried out in the Bolivar Peninsula, which is located around Crystal Beach, Galveston County, Texas. This lies within the coastal zone, as defined under section 304 of the Coastal Zone Management Act of 1972, that borders the Gulf of Mexico.

See end of this document for map of project and project latitudes/longitudes.

F. Possible Material Risks

Operational: Any material operational risks to this activity would be the organization’s capacity to complete the activity, but this risk has been mitigated by building external capacity into the activity’s budget.

Legal: The activity has no material legal risks.

Regulatory: The installation of bollards and cable at Bolivar Flats may produce material regulatory risk because an amendment to the Galveston County shoreline protection plan will be needed.

Budgetary: Current challenges in sourcing construction materials due to shortages throughout the global supply chain may create material budgetary risks as prices increase to reflect shortages and uncertainty.

Ecological: The activity has no material ecological risks.

G. Key Personnel

- i. Authorized Official – Helen E. Drummond, Executive Director, hdrummond@houstonaudubon.org, 713.932.1639x107
- ii. Project Director – Pete Deichmann, Land Director, pdeichmann@houstonaudubon.org
- iii. Financial Officer – Barbara Thompson, Controller, bthompson@houstonaudubon.org, 713.932.1639x110

Milestones

Estimated Start Date	Milestone	Months to Completion
September 1, 2022	Contract executed with TCEQ	
	Attend Joint Evaluation Meeting (JEM) with US Army Corps of Engineers	Grant Contract + 2 months
	Complete work plan	Grant Contract + 4 months
	Develop agreements with Galveston ISD and Galveston County	Grant Contract + 3 months
	Post BPNT Project Manager position	Grant Contract + 2 months
October 1, 2022	Hire and utilize BPNT Project Manager	Grant Contract + 23 months
November 1, 2022	Obtain bollards and cable permits (County, GLO, TCEQ, USACE)	Grant Contract + 27 months
	Develop wayfinding and interpretive plan and design bid packet	Grant Contract + 6 months
	Map extended boardwalk and hiking trails	Grant Contract + 7 months
	Seek Visitor Center architectural designs and plans quotes	Grant Contract + 6 months
	Seek Fort Travis Bathrooms renovation quotes	Grant Contract + 6 months
	Obtain Driveway Construction permit (TxDOT)	Grant Contract 12 months
January 1, 2023	Select and engage Fort Travis bathrooms renovation contractor	Grant Contract + 16 months
February 1, 2023	Select and engage Visitor Center designs and plans architect	Grant Contract + 25 months
	Select and engage wayfinding and interpretative plan and design contractor	Grant Contract + 18 months
March 1, 2023	Develop trail and boardwalk construction bid packet	Grant Contract + 8 months
	Seek observation platform, benches, bleachers, and wildlife blind construction quotes	Grant Contract + 8 months
	Seek culvert installation quotes	Grant Contract + 8 months
	Seek parking area improvements quotes	Grant Contract + 8 months
April 1, 2023	Develop Visitor Center architectural designs	Grant Contract + 13 months
	Develop Visitor Center construction plans and documents	Grant Contract + 13 months
May 1, 2023	Select and engage trail and boardwalk contractor	Grant Contract + 15 months
	Select and engage observation platform, benches, bleachers, and wildlife blind contractor	Grant Contract + 15 months
	Select and engage culvert installation contractor	Grant Contract + 8 months
	Select and engage parking area improvement contractor	Grant Contract + 14 months
July 1, 2023	Parking area improvements	Grant Contract + 14 months
	Fort Travis bathrooms renovation	Grant Contract + 16 months
	Develop Visitor Center construction bid packet	Grant Contract + 12 months
August 1, 2023	Construct trail and boardwalk expansion	Grant Contract + 15 months
	Construct observation platforms, benches, bleachers, and wildlife blind	Grant Contract + 15 months
	Construct culverts	Grant Contract + 11 months
September 1, 2023	Select and engage Visitor Center general contractor	Grant Contract + 15 months
	Obtain Visitor Center building permits (County)	Grant Contract + 15 months
October 1, 2023	Develop wayfinding and interpretative materials	Grant Contract + 16 months
	Obtain Right of Way signage permits (TxDOT)	Grant Contract + 22 months
	Obtain local authorization for Jetty and Yacht Basin signage (County)	Grant Contract + 19 months
January 1, 2024	Seek BPNT website design quotes	Grant Contract + 19 months
	Seek wayfinding and interpretative materials deployment quotes	Grant Contract + 19 months
	Construct High Island Visitor Center	Grant Contract + 34 months
February 1, 2024	Select and engage wayfinding and interpretative materials fabricator and installer contracts	Grant Contract + 22 months

Performance Measures

ATTACHMENT M

RESTORE Act Milestones Report — Department of the Treasury		<i>OMB Approval No. 1505-0250</i>
Applicant/Grantee:		
Title:		
Reporting Period Ending (Options: initial report, Mar 31, Sept 30), 20XX		

INSTRUCTIONS FOR COMPLETING FORM

Please complete Columns B-E in the initial report submitted as part of an application package. After a grant is awarded, complete Columns G-H for each milestone as applicable and submit as part of the performance reports described in the Standard Terms and Conditions. Columns E and H will calculate automatically, and will show an error message unless the values in each column total 100%. The milestone should reflect what is in the applicant's scope of work as described in the applicable RESTORE Act Direct Component or Centers of Excellence Application Narrative.

TO COMPLETE

-A- Milestone Number	-B- Milestone Description <small>Provide a brief description of the significant steps that comprise the scope of work</small>	-C- Estimated Completion Date (Format: award + # of months)	-D- Is milestone contingent upon completion of another milestone (Y/N)? If yes, which milestone is it contingent upon (# from Column A)?	-E- What percentage of the Scope of Work is estimated to be completed with this milestone?	-G- Actual Completion Date of Milestone (Format: Month-Year)	-H- Estimated percentage of budget for the awarded Scope of Work spent on milestone
1				0%		0%
2				0%		0%
3				0%		0%
4				0%		0%
5				0%		0%
6				0%		0%
7				0%		0%
8				0%		0%
9				0%		0%
10				0%		0%
TOTAL				ERROR!		ERROR!

According to the Paperwork Reduction Act of 1995, 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 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

ATTACHMENT N

ASSURANCES - CONSTRUCTION PROGRAMS

Background: TCEQ, on behalf of Texas, submitted an application to the U. S. Treasury (Treasury) for federal financial assistance to fund subgrantee's project. As a requirement in the application, TCEQ made certain assurances to Treasury concerning subgrantee's project. These assurances are directly related to and dependent upon subgrantee's performance. As a condition of TCEQ's funding subgrantee's project, TCEQ requires the flow down of these assurances to subgrantee through this document. This document must be signed and returned by subgrantee with the executed Subgrant Contract.

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

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

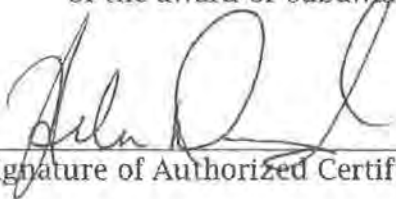
1. Has the legal authority to receive Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the TCEQ, Treasury, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of TCEQ and the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. 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.
11. Will comply, or has already complied, as applicable, 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the 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.
13. 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.
14. Will comply 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.
15. 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).
16. 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.
17. 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).
18. 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."

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

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.



Signature of Authorized Certifying Official

President/CEO

Title

Houston Audubon

Name of Subgrantee Organization

5/9/24

Date

ATTACHMENT O

Instructions for Completing Form

The purpose of this form is to report the status of progress toward reaching priority goals of the eligible Direct Component (DC) activity/Centers of Excellence (COE) discipline (i.e., measuring success, rather than listing milestones or tasks). Please focus on a discrete number of priority goals (3-3) and the corresponding performance measures (1-5). Complete boxes shaded in blue.

Goal(s): Anticipated result(s). State the priority goal(s) to be achieved with the grant award. Priority goal(s) should clearly identify with the eligible DC activity/COE discipline.

Eligible Activity/Discipline #: For a DC grant, select the DC number from the drop-down list that corresponds to the DC Eligible Activity associated with that measure. For a (COE) grant, select the COE number from the drop-down list that corresponds to the COE Eligible Discipline associated with that measure.

The DC numbers and COE numbers, along with the corresponding Eligible Activities and Disciplines, are listed directly below.

Direct Component (DC) Eligible Activities		Centers of Excellence (COE) Disciplines	
DC - 1	Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region	COE - 1	Coastal habitat sustainability, restoration and protection, including solutions and technology that allow citizens to live and sustainably in a coastal delta in the Gulf Coast Region
DC - 2	Mitigation of damage to fish, wildlife, and natural resources.	COE - 2	Coastal fisheries and wildlife ecosystem research and monitoring in the Gulf Coast Region
DC - 3	Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring	COE - 3	Offshore energy development, including research and technology to improve the sustainable and safe development of energy in the Gulf of Mexico
DC - 4	Workforce development and job creation.	COE - 4	Sustainable and resilient growth, economic and commercial development in the Gulf Coast Region
DC - 5	Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill.	COE - 5	Comprehensive observation, monitoring, and mapping of the Gulf of Mexico
DC - 6	Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.		
DC - 7	Coastal flood protection and related infrastructure.		
DC - 8	Planning assistance.		
DC - 9	Promotion of tourism in the Gulf Coast Region, including recreational fishing		
DC - 10	Promotion of consumption of seafood harvested from the Gulf Coast Region		

Measure #: Starting with 1, number each performance measure.

Measure: An indicator of success toward reaching a goal. This should reflect "how the applicant will evaluate success" from the narrative of an annual or multiyear plan.

Baseline: The starting point of the measure. It is the status quo without the grant award.

Target: The anticipated result of the measure. It is the anticipated new status with the grant award.

Target Date: It is the anticipated date for reaching the target.

Progress toward target (reporting period/cumulative): Leave blank on the initial report. For subsequent reports, record progress made during the reporting period and cumulative progress made from the start date of the grant award through the current reporting period.

Status/Next Steps: Briefly describe specific progress and/or challenges related to the measure.

Applicant/Grantee:
 Title:
 Reporting Period Ending (Options: initial report, Mar 31, Sept 30)
 Goal(s):

Eligible Activity/ Discipline #	Measure #	Measure	Baseline	Target	Target Date (month/ year)	Progress toward target (reporting period)	Progress toward target (cumulative)	Status/Next Steps

According to the Paperwork Reduction Act of 1995, 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 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

Attachment P

Covenant of Purpose, Use and Ownership

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP (hereinafter called "Covenant") dated this the [DATE], by and between the [Subrecipient Name] (hereinafter with its successors and assigns called "Owner"), whose address is [ADDRESS]; and the U.S. Department of the Treasury, Office of Gulf Coast Restoration, whose address is 1500 Pennsylvania Ave, NW, Washington, D. C. 20220 (hereinafter with successors and assigns called "Treasury").

RECITALS

WHEREAS, the [RESTORE Act Grant Recipient NAME] submitted an application to Treasury for financial assistance under the Direct Component Activities of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 ("Restore Act"), Pub. L. No. 112-141, 126 Stat. 588 (2012) (hereinafter the "Act"); and Treasury made an award to [Recipient Name] on [Date of Award], Grant No. [GRANT Number] (the "Award") in the amount of [Dollar amount of award] (hereinafter called "Award Amount"). The total approved project budget is [Dollar amount] (hereafter called "Total Budget Amount"), which includes a Non-Federal Share of [Dollar amount] for [purpose of the funding](hereinafter called "Project") and

WHEREAS, [Recipient Name] and the Owner executed Sub-Award Agreement [Subaward number] (the "Sub-Award Agreement"), dated [DATE], in the amount of [Dollar Amount], where [Recipient Name] agreed to disburse award funds to the Owner to implement the Project; and

WHEREAS, to execute such Project, Owner will make improvements to the [Name of Project] with funds made available through the Award, and such property is described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called the "Property"); and

WHEREAS, [RECIPIENT NAME] accepted the Award (together with all documents attached thereto or incorporated therein, the "Award Agreement"), thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of 31 C.F.R. Part 34 and 2 C.F.R. Part 200; and

WHEREAS, in executing the Sub-Award Agreement, Owner agreed to be subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of 31 C.F.R. Part 34 and 2 C.F.R. Part 200; and

WHEREAS, the Owner of the Property described in Exhibit "A" agreed to record this Covenant in the land records of [Name of County], located in [Location], the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute

notice to all persons of the restrictions contained herein on the title to and use of the Property for the benefit of the public purposes of the Project; and

WHEREAS, the [INSERT NAME OF OFFICE TO RECORD THIS COVENANT, i.e., "County or Parish Court Clerk's Office"] located at [INSERT STREET ADDRESS] is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by Treasury and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both Treasury and Owner, Owner hereby covenants and agrees as follows:

1. For purposes of this Covenant, the Estimated Useful Life (EUL) of the Property is [Number of Years] from the date of the project completion. During the EUL of the Property, the Owner agrees that it holds title to the Property in trust for the public purpose of the federal award.
2. Owner agrees that for the EUL of the Property set forth above, the Owner will not sell, transfer, lease, convey, assign, mortgage, or in any other manner encumber the Property, or use the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act without the prior written approval from Treasury. However, such approval may be withheld until such time as Owner first pays to Treasury the Federal Interest (as hereinafter defined) in the Property. The Federal Interest is that percentage of the current fair market value of the Property attributable to the Treasury participation in the Project. The Federal share excludes that value of the Property attributable to acquisition or improvements before or after Treasury's participation in the Project and not included in Project costs. As of the date of this Covenant, it is hereby agreed that Treasury's percentage participation in the Project is [Enter Percentage].
3. Owner agrees that during the EUL of the property, the Owner will repay Treasury for the Federal Interest in the Property in the event that the Property is used in a manner inconsistent with the Project Purpose or requirements of the RESTORE Act or if the Property is sold, leased, transferred, conveyed, mortgaged, assigned, or otherwise encumbered, without prior written approval from Treasury.
4. Owner further agrees that, as a condition of accepting the disbursement of any portion of the Award funds, Owner shall execute and record against the Property, this Covenant and shall provide Treasury and [RECIPIENT NAME] with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require a title opinion showing that : (i) the Covenant is valid and enforceable according to its terms; (ii) the Covenant has been properly recorded; and (iii) that there is no lien or encumbrance on or pertaining to the Property superior to the Covenant.

5. Owner further agrees that whenever the Property is sold, or otherwise conveyed, the Owner shall add to the instrument of conveyance, pursuant to 2 C.F.R. §200.316, a Covenant of Purpose, Use and Ownership to document the federal interest in the property. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require a title opinion showing that the Covenant is valid and enforceable according to its terms and has been properly recorded.
6. The Owner understands and agrees that the federal interest in the property cannot be subordinated, diminished, nullified, or released by any encumbrance of the property, or any other conveyance or action taken by the Owner without the prior written permission from Treasury.
7. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.
8. This Covenant shall run with the land.
9. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Owner has hereunto set its hand as of the day and year first above written by its duly authorized officer. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.


Owner: 

By: Mark Henry

Title: County Judge

STATE OF [State Name]
COUNTY OF [County]

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of May, 2026 within my jurisdiction, the within named [Name of Owner], who acknowledged to me that (he/she), is has been granted the authority to execute the above and foregoing instrument by and through the [subrecipient entity].


NOTARY PUBLIC

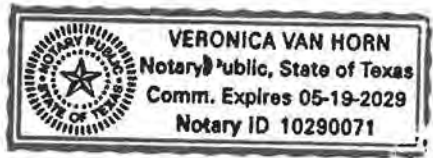


EXHIBIT A
Legal Description

ATTACHMENT Q

REAL PROPERTY STATUS REPORT SF-429

(COVER PAGE)

OMB Number: 4040-0016
Expiration Date: 02/28/2025

1. Federal Agency and Organizational Element to Which Report is Submitted: <input style="width: 95%; height: 25px;" type="text"/>	2. Federal Grant(s) or Other Identifying Number(s) Assigned by Federal Agency(ies): <input style="width: 95%; height: 25px;" type="text"/>	
3. Recipient Organization (name and complete address including zip code): Recipient Organization Name: <input style="width: 95%; height: 25px;" type="text"/> Street1: <input style="width: 95%; height: 25px;" type="text"/> Street2: <input style="width: 95%; height: 25px;" type="text"/> City: <input style="width: 40%; height: 25px;" type="text"/> County: <input style="width: 40%; height: 25px;" type="text"/> State: <input style="width: 40%; height: 25px;" type="text"/> Province: <input style="width: 40%; height: 25px;" type="text"/> Country: <input style="width: 40%; height: 25px;" type="text"/> Postal Code: <input style="width: 40%; height: 25px;" type="text"/>		
4a. UEI: <input style="width: 80%; height: 25px;" type="text"/>	4b. EIN: <input style="width: 80%; height: 25px;" type="text"/>	5. Recipient Report or Identifying Number: <input style="width: 95%; height: 25px;" type="text"/>
6. Contact Person for this Report: Prefix: <input style="width: 15%; height: 25px;" type="text"/> First Name: <input style="width: 40%; height: 25px;" type="text"/> Middle Name: <input style="width: 30%; height: 25px;" type="text"/> Last Name: <input style="width: 50%; height: 25px;" type="text"/> Suffix: <input style="width: 15%; height: 25px;" type="text"/> Email: <input style="width: 95%; height: 25px;" type="text"/> Phone: <input style="width: 40%; height: 25px;" type="text"/> Fax: <input style="width: 40%; height: 25px;" type="text"/>		
7. Report End Date: <input style="width: 80%; height: 25px;" type="text"/> (MM/DD/YYYY)		
8. Real Property Status Report – Attachments: <i>check the applicable link(s)</i> : <input type="checkbox"/> : Attachment A (General Reporting) <i>attached</i> <input type="checkbox"/> : Attachment B (Request to Acquire, Improve or Dispose) <i>attached</i> <input type="checkbox"/> : Attachment C (Disposition request) <i>attached</i>		
9. Comments: <input style="width: 95%; height: 25px;" type="text"/> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Add Attachment Delete Attachment View Attachment </div>		
10. Certification: I certify to my best knowledge and belief that all information presented in this report is true, correct and complete and constitutes a material representation to the public, which the Federal government may rely.		
11a. Typed or Printed Name and Title of Authorized Certifying Official: Prefix: <input style="width: 15%; height: 25px;" type="text"/> First Name: <input style="width: 40%; height: 25px;" type="text"/> Middle Name: <input style="width: 30%; height: 25px;" type="text"/> Last Name: <input style="width: 50%; height: 25px;" type="text"/> Suffix: <input style="width: 15%; height: 25px;" type="text"/> Title: <input style="width: 95%; height: 25px;" type="text"/>		
11b. Signature of Authorized Certifying Official: <input style="width: 95%; height: 40px;" type="text"/>		
11c. Telephone (area code, number, extension): <input style="width: 95%; height: 25px;" type="text"/>		
11d. Email Address: <input style="width: 95%; height: 25px;" type="text"/>		
11e. Date Report Submitted (MM/DD/YYYY): <input style="width: 80%; height: 25px;" type="text"/>	12. Agency use only	

**Real Property Status Report
ATTACHMENT A (General Reporting) SF-429-A**

OMB Number: 4040-0016
Expiration Date: 02/28/2025

Federal Grant or Other Identifying Number Assigned by Federal Agency (#2 on cover page)

Complete the applicable blocks below for each parcel of real property being reported (duplicate this page to provide information for each parcel of real property being reported under the Federal financial assistance award identified in section 2):

13. Period and type of Federal Interest (MM/DD/YYYY): From: To:
 Acquisition Renovation Construction Government Furnished Property

14a. Description of Real Property:

14b. Address of Real Property (legal description and complete address including zoning information):
 Street1:
 Street2:
 City: County:
 State: Province:
 Country: ZIP / Pos. Code:
 Zoning Information:
 GPS Location Longitude: GPS Location Latitude:

14c. Land Acreage or Square Units: Enter Amount: <input type="text"/> Select units: <input type="checkbox"/> Acres <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Kilometers <input type="checkbox"/> Square Meters	14d. Gross and Usable Square Footage (i.e., of building, house, etc.): Enter Amounts: <input type="text"/> Usable <input type="text"/> Select units: <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Meters
--	--

14e. Real Property Ownership Type(s):
 A. Owned B. Co-Owned C. ... D. Corporate
 E. Joint Tenancy F. Partnership G. Limited Liability Partnership H. Co-Operative
 I. Government Furnished Property J. Other (Describe):

14f. Real Property Cost: \$ Share Percentage %:
 Federal Share: \$ [%]
 Non-Federal Share: \$ [%]
 Total (sum of Federal and Non-Federal Share): \$ [%]

14g. Has a lien, covenant, or other related documentation been recorded to establish Federal interest in this real property?
 Yes No N/A
 If yes (unless previously reported), describe the instrument used and enter the date and jurisdiction in which it was recorded:

 Date: Jurisdiction:

14h. Has Federally required insurance coverage been secured for this real property? Yes No
 See instructions for more details.

14i. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? Yes No

14j. Are there any environmental compliance requirements related to the real property? Yes No
 If yes, describe them:

14k. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Yes No

If yes, describe them:

Add Attachment

Delete Attachment

View Attachment

15. Has a significant change occurred with the real property, or is there an anticipated change expected during the next reporting period?

Yes No

If yes, describe the change:

Add Attachment

Delete Attachment

View Attachment

16. Real Property Disposition Status:

- A. Sold B. Transferred to different award C. Used in other Federally sponsored project/program
 D. Transferred title E. Retained Title F. Other

i. If the Federal agency provided the recipient disposition instructions to sell or retain title to the real property, enter the amount of funds owed to the Federal Government:

ii. If applicable, enter the amount of any net proceeds from the sale of the real property and describe how the proceeds were distributed:

iii. If the Federal agency directed the recipient to transfer title to the real property, enter the amount of funds the Federal Agency owes:

17. Indicate the cumulative energy consumption for the previous 12 months:

- A. Electric (kWh) or (Btu) B. Petroleum (Gal)
C. Natural Gas (cu ft) D. Other (Specify)

18. Remarks:

Add Attachment

Delete Attachment

View Attachment

**Real Property Status Report
ATTACHMENT B
(Request to Acquire, Improve or Furnish) SF-429-B**

OMB Number: 4040-0016
Expiration Date: 02/28/2025

Federal Grant or Other Identifying Number Assigned by Federal Agency (#2 on cover page)

Complete the applicable blocks below for each parcel of real property for which you are requesting to acquire, improve, or furnish (duplicate this page to provide information for each parcel of real property under the Federal financial assistance award identified in section 2):

13a. Description of Real Property:

13b. Address of Real Property (legal description and complete address including zoning information):

Street1:
 Street2:
 City: County:
 State: Province:
 Country: Postal Code:
 Zoning Information:
 GPS Location Longitude: GPS Location Latitude:



14a. Describe the intended use of the real property and how it will benefit the program:

14b. Proposed Real Property Ownership Type(s):

A. Owned B. Co-Owned C. Fee Simple D. Corporate
 E. Joint Tenancy F. Partnership G. Limited Liability Partnership H. Co-Operative
 I. Government Furnished Property Other (Describe):

14c. Proposed Acquisition Date (MM/DD/YYYY):

<p>14d. Land Acreage or Square Units:</p> <p>Enter Amount: <input type="text"/></p> <p>Select units: <input type="checkbox"/> Acres <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Kilometers <input type="checkbox"/> Square Meters</p>	<p>14e. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.):</p> <p>Enter Amounts:</p> <p>Gross <input type="text"/> Usable <input type="text"/></p> <p>Select units: <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Meters</p>
---	--

14f. Appraisal Value (Valuation):

	\$	<input type="text"/>	Share Percentage %:	<input type="text"/>	
Federal Share	\$	<input type="text"/>	[<input type="text"/>	%]
Non-Federal Share	\$	<input type="text"/>	[<input type="text"/>	%]
Total (sum of Federal & Non-Federal Share):	\$	<input type="text"/>	[<input type="text"/>	%]

14g. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? Yes No

14h. Are there any environmental compliance requirements related to the real property? Yes No

If yes, describe them:

14i. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Yes No

If yes, describe them:

14j. Does the proposed action employ green/sustainable practices (check all that apply)?

- A. Integrated Design Principles? B. Enhances Indoor Environmental Quality?
 C. Protects and Conserves Water (anticipated water reduction)? D. Reduces Environmental Impact of Materials?
 E. Optimizes Energy Performance (anticipated energy reduction)?

14k. What was the cumulative energy consumption for the facility in the past 12 months?:

A. Electric (kWh) or (Btu) B. Petroleum (Gal)
C. Natural Gas (cu ft) D. Other (Specify)

14l. What is the anticipated cumulative energy use for the 12 months following completion of the proposed acquisition/construction/renovation project?

A. Electric (kWh) or (Btu) B. Petroleum (Gal)
C. Natural Gas (cu ft) D. Other (Specify)

15. Remarks:

Add Attachment

Delete Attachment

View Attachment

**Real Property Status Report
ATTACHMENT C
(Disposition or Encumbrance Request) SF-429-C**

OMB Number: 4040-0016
Expiration Date: 02/28/2025

Federal Grant or Other Identifying Number Assigned by Federal Agency (#2 on cover page)

Complete the applicable blocks below for each parcel of real property for which you are seeking disposition or other instructions (duplicate this page to provide information for each parcel of real property under the Federal financial assistance award identified in section 2). If a section does not apply, enter "N/A":

13a. Description of Real Property:

13b. Address of Real Property (legal description and complete address including zoning information):

Street1:
 Street2:
 City: County:
 State: Province:
 Country: ZIP / Postal Code:
 Zoning Information:
 GPS Location Longitude: GPS Location Latitude:

13c. Land Acreage or Square Units: Enter Amount: <input type="text"/> Select units: <input type="checkbox"/> Acres <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Kilometers <input type="checkbox"/> Square Meters	13d. Gross and Usable Square Footage (i.e. building, use, etc.): Enter Amounts: Gross <input type="text"/> Usable <input type="text"/> Select units: <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Meters
--	---

14a. Disposition Preference or Encumbrance Request [Check one]

A. Sell B. Transfer to different award C. Other Federally sponsored project/program
 D. Transfer title E. Retain Title F. Encumber property

14b. If this is a request to transfer Federal Interest to a different award, specify the proposed grant number and funding agency:

Grant Number: Funding Agency:

14c. If this is a request to use the real property in other Federal-sponsored projects/activities, describe the proposed use of the real property:

14d. If this is a request to transfer title, identify the proposed receiving entity:

14e. Appraised Value (valuation):

	Share Percentage %:	
Federal Share:	\$ <input type="text"/>	[<input type="text"/> %]
Non-Federal Share:	\$ <input type="text"/>	[<input type="text"/> %]
Total (sum of Federal and Non-Federal Shares):	\$ <input type="text"/>	[<input type="text"/> %]

14f. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? Yes No

14g. Are there any environmental compliance requirements related to the real property? Yes No

If yes, describe them:

14h. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Yes No

If yes, describe them:

14. If this is a request to encumber the property, identify the party or parties to whom the property is proposed to be encumbered and attach related information (See instructions for more details):

Add Attachment

Delete Attachment

View Attachment

15. If this is a request for a release from the obligation to report on the real property, describe the reasons for the request:

Add Attachment

Delete Attachment

View Attachment

16. Remarks:

Add Attachment

Delete Attachment

View Attachment

EXAMPLE

INSTRUCTIONS FOR THE SF-429 Real Property Status Report

Public reporting burden for this collection of information is estimated to average 240 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 (0348-0043), Washington, DC 20503.

This is a standard report to be used by recipients of Federal financial assistance to report real property status (Attachment A) or to request agency instructions on real property (Attachments B, C) that was/will be provided as Government Furnished Property (GFP) or acquired (i.e., purchased or constructed) in whole or in part under a Federal financial assistance award (i.e., grant, cooperative agreement, etc.). This includes real property that was improved using Federal funds and real property that was donated to a Federal project in the form of a match or cost share donation. This report is to be used for awards that establish a Federal Interest on real property. The instructions below address each section of the Real Property Status Report. This report should be used to report on or request instructions for single/individual and/or multiple parcels of real property (land, buildings, etc.). The report elements are contained in Attachment A and the request elements are contained in Attachments B and C.

A. Instructions Related to Cover Page follows:

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency.
2. **Federal Grant(s) or Other Identifying Number(s) Assigned by Federal Agency (ies).** Enter the related Federal grant, cooperative agreement or other Federal financial assistance award instrument number(s), or other identifying number(s) assigned to the Federal financial assistance award. The term "Grant" is used to represent all forms of Federal financial assistance including but not limited to grants, cooperative agreements, loan guarantees, etc., unless otherwise excluded via Office of Management and Budget (OMB) guidance, Federal statute or regulation. If subsequent funding from one or more additional award instruments is used to supplement the initial real property investment, list all contributing award instruments.
3. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.
- 4a. **Dun and Bradstreet Data Universal Numbering System (DUNS) Number.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.
- 4b. **Employer Identification Number (EIN).** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.
5. **Recipient Account Number or Identifying Number.** Enter the account number or any other identifying number assigned by the recipient to the award. This number is strictly for the recipient's use only and is not required by the Federal agency.
6. **Contact Person for this Report.** Enter the name, telephone number (including area code), e-mail address and Facsimile number (including area code) of the person to contact on matters related to this report or request.
7. **Report End Date.** Enter the end date of the period for which the report is submitted using (MM/DD/YYYY) format. This block only applies when completing Attachment A.
8. **Real Property Status Report – Attachments.** Check the applicable block(s) to indicate the type(s) of attachment(s) being submitted (i.e., Attachment A = General Reporting, Attachment B = Request to Acquire, Improve or Furnish, Attachment C = Disposition Request) and complete the related sections of the indicated attachment(s) for each parcel of real property being reported. Note that each attachment may be submitted using a single RPSR if a recipient has a need to both report information and request instructions from an agency related to real property under the same award instrument.

9. Comments. Provide any special notes or comments regarding the real property being reported or the report itself in this block. Comments should relate to issues not addressed in other sections of the report. Attach additional sheets if necessary. If a negative report (no change in real property status) is being submitted for all parcels of real property, enter the term "Negative" in this block. If there have been changes with some but not all parcels of real property, identify the parcels with negative status in this block (as follows: "Negative status for the following Properties:") and provide the related attachment(s) for each parcel with changes to report.

10. Certification. By signing this report (block 11b.), the recipient is certifying that to the best of their knowledge and belief, the information contained in this report is true, correct and accurate and constitutes a material representation of fact upon which the Federal government may rely. Note that a false statement of fact in this report may constitute a violation of Federal law and may be grounds for possible punishment as provided in 18 U.S.C. 1001.

11a. Typed or Printed Name and Title of Authorized Certifying Official. Enter the full name and title of the authorized certifying official.

11b. Signature of Authorized Certifying Official. The authorized certifying official must sign here certifying to the facts presented in the report. A copy of the governing body's authorization for the certifying official to sign official documents on behalf of their organization as an official representative must be on file in the recipient's office. (See item 10. above.)

11c. Telephone. Enter the telephone number (including area code and extension) of the individual listed in section 11a.

11d. Email address. Enter the email address of the individual listed in section 11a.

11e. Date report submitted. Enter the date the report is submitted to the Federal agency using the following format (mm/dd/yyyy).

12. Agency use only. This section is reserved for Federal agency use only.

B. Instructions Related to Attachment A (General Reporting) follows:

Real Property Details. Provide the requested information in subsections 13 through 18 of Attachment A for each parcel of real property being reported. Use a separate sheet to report information on each parcel of real property under the Federal financial assistance award identified in section 2. If a section does not apply, enter "N/A." Below is a summary of the required information to be provided for each subsection of Attachment A:

13. Period and type of Federal Interest. Enter the period, established in the award document, during which Federal interest in the real property begins (i.e., From) and ends (i.e., To) using (MM/DD/YYYY) format. [ex., From: 03/23/2005 To: 03/22/2025]. This period may exceed the grant award performance period in those instances where Federal interest continues beyond the end of the current award. In some instances the end date for the period of Federal interest may not be defined by a specific date. If that is the case, enter the beginning date along with a statement to indicate the planned or uncertain end date (ex. "From: 03/23/2005 To: Expiration of Federal Interest"). Check the appropriate box indicating the action the Interest is tied to. Federal Agencies will define the applicable beginning date.

14a. Description of Real Property. Describe the type of real property being reported (i.e., land, building, etc.) and provide a useful description of the real property (i.e., building number 17 at the National Research Center, Chapel Hill, NC). If the real property is being renovated or altered, also describe the nature of the work (i.e., major renovation of building 17, wing c).

14b. Address of Real Property. Enter the legal description and complete address for each parcel of real property being reported including the street, city, state, county/parish, country, zip code, and physical location if an address is not available (i.e., latitude, longitude, lot number, parcel number, etc.). Also, indicate zoning information related to the real property (i.e., mixed use, residential, commercial, etc.). Where an address is not available, or more precision is required, geographic coordinates may be used. Locational data should be recorded with a Global Positioning System (GPS) device set to NAD 83, or WGS 84 datum using either of the following coordinate reference systems:

- United States National Grid (USNG) using the full grid zone designation and a minimum of eight digits.
- Decimal degrees latitude and longitude, with at least 6 decimal places and a minus (-) to show west longitude or south latitude.

14c. Land Acreage or Square Kilometers. Enter the size of the land or the size of the land on which the real property is located in terms of measured acreage or square units (i.e., 1.5 acres, 0.8 sq. km., etc.). Identify the unit of measure. Use only one option, either acres, square kilometers, square feet, or square meters.

14d. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.). Enter the gross and usable square footage/meters for each structure (i.e., of the building, house, etc.) being reported. Identify the unit of measure. Select only one, either square feet or square meters.

14e. Real Property Ownership Type(s). Check the applicable box(es) to indicate the real property ownership type(s). If more than one type is applicable, check all that apply. If the ownership types listed do not apply, check "J. Other" and describe the ownership arrangement. Example of Other: Conservation Easement.

14f. Real Property Cost. Enter the total cost of the real property acquired (purchase price only) or improved, including the following data. If multiple Federal agencies are contributing to the acquisition or improvement of the real property, attach a separate sheet to identify each agency and their contribution using the format below:

1. Amount provided by the Federal government (i.e., Federal Share of Property Cost based on the Federal share of the total cost of the program or project),
2. Share percentage provided by the Federal government (i.e., Federal Share Percentage of Property Cost based on the Federal share of the total cost of the program or project),
3. Amount provided by the recipient or other non-Federal entities (i.e., non-Federal Share of Property Cost),
4. Share percentage provided by the non-Federal entities, (i.e., non-Federal Share Percentage of Property Cost),
5. Total cost (i.e., Sum of Federal and non-Federal Share of the Property Cost), and
6. Total share percentage (i.e., sum of share percentages of Federal and non-Federal Share of the Property Cost must equal 100%).

14g. Has a deed, lien, covenant, or other related documentation been recorded to establish Federal interest in this real property? If yes (unless previously reported), describe the instrument used and enter the date and jurisdiction in which it was recorded. Check either "yes" or "no" to indicate if the documentation has been recorded. If the awarding agency has not imposed the requirement to record Federal interest in the real property, check "NA". If Federal interest has been recorded, enter the instrument used (i.e., deed, lien, covenant, etc.) along with the date and jurisdiction in which it was recorded (ex., Executed on 01/04/2007, in the Arlington, VA County Clerk's office, Deed book #54987, page 234). The recordation of Federal interest in real property must be reported by no later than the next scheduled reporting date after the real property has been acquired, improved or donated, or as directed by the awarding agency in the award document. The recipient must maintain records of the recordation of Federal interest in real property and make such records available upon the request of the Federal government.

14h. Has Federally Required Insurance Coverage been secured for this real property? Check either "yes" or "no" to indicate if Federally required insurance has been secured for the real property. The recipient must maintain records of the insurance coverage that has been secured for the real property and make the records available upon the request of the Federal government. Note: Recipients must provide insurance coverage for any real property acquired under a Federal financial assistance award that is, at a minimum, equivalent to insurance coverage that the recipient provides for other real property they own.

14i. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? If the acquisition or development of the real property involved the movement of any person permanently from real property or the movement of personal property from real property directly because of acquisition, rehabilitation, or demolition for an activity undertaken with Federal assistance, the Uniform Relocation Act (URA) requirements may apply. Indicate if the Act applies by checking "yes or no". If the Act does apply, the recipient must maintain records of compliance and make such information available upon the request of the Federal government.

14j. Are there any environmental compliance requirements related to the real property? If yes, describe them. Check either "yes" or "no" to indicate if there are any environmental compliance requirements related to the real property. Describe any environmental compliance requirements related to the real property. The recipient must maintain records of compliance with all environmental requirements related to the real property and make such information available upon the request of the Federal government. Attach additional sheets if necessary.

14k. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? If yes, describe them. In accordance with Section 106 of the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Describe any historical significance, National Register of Historic Places listing or eligibility for such listing, related to the real property. Note, any property listed in, or eligible for listing in the National Register of Historic Places is considered historic. Section 106 protections also *extend* to properties that *possess significance* but have not yet been listed or formally determined eligible for listing.

15. Has a significant change occurred with the real property, or is there an anticipated change expected during the next reporting period? Check the applicable block to indicate either "yes" or "no." If a significant change has occurred (or is anticipated to occur during the next reporting period), such as a major building renovation or remodeling, damage to the real property due to an act of God (flood, hurricane, earthquake, etc.) or other significant change that would affect the value of the property, describe the change. Attach additional sheets if necessary. Note: If a significant change has occurred, 14f. should be recalculated to reflect the change in Federal interest, if any.

16. **Real Property Disposition Status.** Check the appropriate block (A - F) to indicate the type of disposition status being reported, if any.

i. **If the Federal agency provided the recipient with disposition instructions to sell or retain title to the real property, enter the amount of funds owed to the Federal government.** Enter the amount of funds owed to the Federal government as compensation for the Federal interest in the real property if the awarding agency either directed the recipient to sell or granted them permission to retain title to the real property.

ii. **If applicable, enter the amount of any net proceeds from the sale of the real property and describe how the proceeds were distributed.** If applicable, enter the amount of any net proceeds from the sale of the real property and indicate if they were returned to the Federal government, used as an offset toward the cost of acquiring replacement real property for the project or program, or used to offset the original cost of the real property if the award is still active. If not applicable enter "NA."

iii. **If the Federal agency directed the recipient to transfer title to the real property, enter the amount of funds the Federal agency owes.** If the recipient was directed to transfer title to either the Federal agency or to a third party identified by the Federal agency, enter the amount of funds the Federal agency owes the recipient as compensation for their interest in the real property (i.e., the percentage of the recipient's participation in the project cost multiplied by the fair market value of the real property at the time of disposition).

17. **Indicate the cumulative energy consumption for the previous 12 months.** Complete the appropriate block (A - D) to indicate the actual cumulative energy consumption for the property during previous 12 months.

- **Cumulative Energy Use** may be obtained from the facility utility bills or outreach to the utility provider. Depending on the locality, the bill may include only the current month or may include the total for the 12 months prior and post project completion. When the grantee is one tenant in a multi-tenant facility AND separate utility metering is not in place, pro rata estimating is appropriate. The anticipated energy consumption, post completion for new construction and renovation projects, should be available in the project plan. Use of the Portfolio Manager tool, a free application, is encouraged for the tracking of energy consumption data. (http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager)

18. **Remarks.** Enter any explanations deemed necessary or information required by the Federal agency including any remarks that the recipient would like to make to address issues that are not addressed elsewhere in this report. Attach additional sheets if necessary.

C. Instructions Related to Attachment B (Request to Acquire, Improve or Furnish) follows:

Real Property Details. Complete the applicable information in subsections 13a. through 15. of Attachment B for each parcel of real property for which the recipient is requesting the authority to acquire, improve, or be provided as Government Furnished Property (GFP). This attachment should only be used if the applicable program authority or budget allows recipients to acquire, improve or furnish real property. Use a separate sheet for each parcel of real property under the Federal financial assistance award identified in section 2. With the exception of 15, all sections are required to be completed for all requests. Below is a summary of the required information to be provided for each subsection of Attachment B:

13a. Description of Real Property. Describe the type of real property being reported (i.e., land, building, etc.) and provide a useful description of the real property (i.e., building number 17 at the National Research Center, Chapel Hill, NC). If the real property will be renovated or altered, also describe the nature of the work (i.e., major renovation of building 17, wing c).

13b. Address of Real Property. Enter the legal description and complete address for each parcel of real property including the street, city, state, county/parish, country, zip code, and physical location if an address is not available (i.e., latitude, longitude, lot number, parcel number, etc. Also, indicate zoning information related to the real property (i.e., mixed use, residential, commercial, etc.). Where an address is not available, or more precision is required, geographic coordinates may be used. Locational data should be recorded with a Global Positioning System (GPS) device set to NAD 83, or WGS 84 datum using either of the following coordinate reference systems:

- United States National Grid (USNG) using the full grid zone designation and a minimum of eight digits.
- Decimal degrees latitude and longitude, with at least 6 decimal places and a minus (-) to show west longitude or south latitude.

14a. Describe the intended use of the real property and how it will benefit the program. Describe how the recipient intends to use the real property that they want to acquire, improve or furnish to support the program under which it is being funded. Describe how the acquisition, improvement or furnishing (as applicable) of the real property will benefit the program in quantifiable terms (ex., lower cost than renting or purchasing with a comparison of the two, improved service delivery using benchmarks to demonstrate anticipated improvements, etc.). Attach additional sheets if necessary.

14b. Proposed Real Property Ownership Type(s). Check the applicable box(es) to indicate the proposed real property ownership type(s). If more than one type is applicable, check all that apply. If the ownership types listed do not apply, check "J. Other" and describe the proposed ownership arrangement. Example of "Other": Conservation Easement.

14c. Proposed Acquisition Date. Using (MM/DD/YYYY) format, enter the proposed date for the real property acquisition or improvement, or the date the recipient would like the government to furnish real property.

14d. Land Acreage or Square Kilometers. Enter the size of the land or the size of the land on which the real property is located in terms of measured acreage or square units (i.e., 1.5 acres, 0.8 sq. km., etc.). Identify the unit of measure. Use only one option, either acres, square kilometers, square feet, or square meters.

14e. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.). Enter the gross and usable square footage/meters of each structure (i.e., of the building, house, etc.) being reported. Identify the unit of measure. Select only one, either square feet or square meters.

14f. Appraised Value (Valuation). Enter the appraised value (valuation) of the real property to be acquired (purchase price only), or the cost of proposed improvements, including the following. If multiple Federal agencies will contribute to the acquisition or cost to improve the real property, attach a separate sheet to identify each agency and their contribution using the format below:

1. Amount to be provided by the Federal government (i.e., Federal Share of Appraised Property Value or estimated improvement cost based on the Federal share of the total cost of the program or project),
2. Share percentage to be provided by the Federal government (i.e., Federal Share Percentage of Appraised Property Value or estimated improvement cost based on the Federal share of the total cost of the program or project),
3. Amount to be provided by the recipient or other non-Federal entities (i.e., non-Federal Share of Appraised Property Value or estimated improvement cost),
4. Share percentage to be provided by the non-Federal entities, (i.e., non-Federal Share Percentage of Appraised Property Value or estimated improvement cost),
5. Total cost (i.e., sum of Federal and non-Federal Share of the Appraised Value or estimated improvement cost of the property), and
6. Total share percentage (i.e., sum of share percentages of Federal and non-Federal Share of the Appraised Property Value or estimated improvement cost).

14g. **Are there any Uniform Relocation Act (URA) requirements applicable to this real property?** If the acquisition or development of the real property that is the subject of this request involves the movement of any person permanently from real property or the movement of personal property from real property directly because of acquisition, rehabilitation, or demolition for an activity undertaken with Federal assistance, the Uniform Relocation Act (URA) requirements may apply. Indicate if the Act does apply by checking "yes or no." If the Act does apply, the recipient must maintain records of compliance and make such information available upon the request of the Federal government.

14h. **Are there any environmental compliance requirements related to the real property? If yes, describe them.** Check either "yes" or "no" to indicate if there are any environmental compliance requirements related to the real property. Describe any environmental compliance requirements related to the real property. The recipient must maintain records of compliance with all related environmental compliance requirements and make such information available upon the request of the Federal government. Attach additional sheets if necessary.

14i. **In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? If yes, describe them.** In accordance with the Section 106 of the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Describe any historical significance, National Register of Historic Places listing or eligibility for such listing, related to the real property. Note, any property listed in, or eligible for listing in the National Register of Historic Places is considered historic. Section 106 protections also *extend* to properties that *possess significance* but have not yet been listed or formally determined eligible for listing.

14j. **Does the proposed action employ green/sustainable practices (check all that apply)?** Check each block which applies (A - E) to indicate the green/sustainable practices (if any) that will be employed when the proposed real property is acquired, constructed or renovated.

A. Employs Integrated Design Principles includes a collaborative, integrated planning and design process and commissioning. (https://www.wbdg.org/design/engage_process.php).

B. Enhances Indoor Environmental Quality includes ventilation and thermal comfort, moisture control, daylighting, low-emitting materials, protection of indoor air quality during construction, and environmental tobacco smoke control (<http://www.wbdg.org/design/ieq.php>).

C. Protects and Conserves Water includes potable and non-potable indoor water (http://www.wbdg.org/design/dd_plumbingeng.php), outdoor water in landscape, irrigation, and storm runoff (http://www.wbdg.org/design/dd_landscapearch.php), process water, and water-efficient products such as EPA WaterSense products (<http://www.epa.gov/watersense>).

D. Reduces Environmental Impact of Materials includes recycled content (www.epa.gov/cpg), biobased content (www.usda.gov/biopreferred), environmentally preferable products (www.wbdg.org/design/greenspec.php), water and materials management, and elimination of ozone depleting compounds (<http://www.wbdg.org/design/greenspec.php>).

E. Optimizes Energy Performance includes energy efficiency (http://www.wbdg.org/references/mou_ee.php) (http://www.wbdg.org/design/dd_hvaceng.php) that takes into account intended use, occupancy, plug loads, on-site renewable energy, measurement/verification, benchmarking, and where available using Energy Star® (http://www.energystar.gov/index.cfm?fuseaction=find_a_product) and Department of Energy-designated energy efficient products (http://www1.eere.energy.gov/femp/technologies/eeep_purchasingspecs.html).

14k. **What was the cumulative energy consumption for the facility in the past 12 months?** Complete the appropriate block(s) (A - D) to indicate the actual cumulative energy consumption for the property during previous 12 months. If this is a request to be furnished real property (GFP), unless you already have the information, insert "NA" in block D.

- **Cumulative Energy Use** may be obtained from the facility utility bills or outreach to the utility provider. Depending on the locality, the bill may include only the current month or may include the total for the 12 months prior and post project completion. When the grantee is one tenant in a multi-tenant facility AND separate utility metering is not in place, pro rata estimating is appropriate. The anticipated energy consumption, post completion for new construction and renovation projects, should be available in the project plan. Use of the Portfolio Manager tool, a free application, is encouraged for the tracking of energy consumption data.
(http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfolio.manager)

14l. **What is the anticipated cumulative energy use for the 12 months following completion of the proposed acquisition/construction/renovation project?** Complete the appropriate block(s) (A - D) to indicate the anticipated cumulative energy use for the property after the property is acquired, constructed, renovated or furnished as GFP.

15. **Remarks.** Enter any explanations deemed necessary or information required by the Federal agency including any remarks that the recipient would like to make to address issues that are not addressed elsewhere in this request. Attach additional sheets if necessary.

D. Instructions Related to Attachment C (Disposition or Encumbrance Request) follows:

Real Property Details. Complete the applicable information in subsections 13a. through 16. of Attachment C for each parcel of real property for which the recipient is requesting disposition/encumbrance or other instructions. Use a separate sheet to request disposition/encumbrance or other instructions on each parcel of real property under the Federal financial assistance award identified in section 2. If a section does not apply, enter "N/A." Below is a summary of the required information to be provided for each subsection of Attachment C:

13a. Description of Real Property. Describe the type of real property that is the subject of this request (i.e., land, building, etc.) and a useful description of the real property (i.e., building number 17 at the National Research Center, Chapel Hill, NC).

13b. Address of Real Property. Enter the legal description and complete address for each parcel of real property including the street, city, state, county/parish, country, zip code, and physical location if an address is not available (i.e., latitude, longitude, lot number, parcel number, etc.). Also, indicate zoning information related to the real property (i.e., mixed use, residential, commercial, etc.). Where an address is not available, or more precision is required, geographic coordinates may be used. Locational data should be recorded with a Global Positioning System (GPS) device set to NAD 83, or WGS 84 datum using either of the following coordinate reference systems:

- United States National Grid (USNG) using the full grid zone designation and a minimum of eight digits.
- Decimal degrees latitude and longitude, with at least 6 decimal places and a minus (-) to show west longitude or south latitude.

13c. Land Acreage or Square Kilometers. Enter the size of the land or the size of the land on which the real property is located in terms of measured acreage or square units (i.e., 1.5 acres, 0.8 sq. km., etc.). Identify the unit of measure. Use only one option, either acres, square kilometers, square feet, or square meters.

13d. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.). Enter the gross and usable square footage/meters for each structure (i.e., of the building, house, etc.) being reported. Identify the unit of measure. Select only one, either square feet or square meters.

14a. Disposition Preference or Encumbrance Request [Check one]. Check the appropriate block (A - F) to indicate the type of disposition/encumbrance instruction preference being requested. The award document will indicate the disposition option(s) available. The recipient may not request a disposition preference that is not already allowed under the award. Agencies will respond timely to all requests via letter, electronic mail and/or other appropriate means.

14b. If this is a request to transfer Federal Interest to a different award, specify the proposed grant number and funding agency. If the recipient is proposing to transfer the Federal interest to a different award, specify the grant number and funding agency for the award to which the recipient is proposing to transfer the interest.

14c. If this is a request to use the real property in other Federal-sponsored projects/activities, describe the proposed use of the real property. If the recipient is proposing to use the real property to provide services or facilities for other Federal-sponsored projects or activities, identify the other Federal projects or activities and how the real property will be utilized. Also, describe any impact expected on the host Federal project or activity due to the proposed additional use of the real property. Attach additional sheets if necessary.

14d. If this is a request to transfer title, identify the proposed receiving entity. If applicable, provide contact information for the proposed receiving entity.

14e. Appraised Value. Enter the third party appraised value of the real property (current market value), including the following:

1. Amount provided by the Federal government (i.e., Federal Share of Appraised Property Value cost based on the Federal share of the total cost of the program or project),
2. Share percentage provided by the Federal government (i.e., Federal Share Percentage of Appraised Property Value based on the Federal share of the total cost of the program or project),
3. Amount provided by the recipient or other non-Federal entities (i.e., non-Federal Share of Appraised Property Value),
4. Share percentage provided by the non-Federal entities, (i.e., non-Federal Share Percentage of Appraised Property Value),
5. Total cost (i.e., Sum of Federal and non-Federal Share of the Appraised Value), and
6. Total share percentage (i.e., sum of share percentages of Federal and non-Federal Share of the Appraised Property Value).

14f. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? If the acquisition or development of the real property involved the movement of any person permanently from real property or the movement of personal property from real property directly because of acquisition, rehabilitation, or demolition for an activity undertaken with Federal assistance, the Uniform Relocation Act (URA) requirements may apply. Indicate if the Act does apply by checking "yes or no". If the Act does apply, the recipient must maintain records of compliance and make such information available upon the request of the Federal government.

14g. Are there any environmental compliance requirements related to the real property? If yes, describe them. Check either "yes" or "no" to indicate if there are any environmental compliance requirements related to the real property. Describe any environmental compliance requirements related to the real property. The recipient must maintain records of compliance with all environmental requirements related to the real property and make such information available upon the request of the Federal government. Attach additional sheets if necessary.

14h. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? If yes, describe them. In accordance with the Section 106 of the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is listed or eligible for listing in the National Register of Historic Places? Describe any historical significance, National Register of Historic Places listing or eligibility for such listing, related to the real property. Note, any property listed in, or eligible for listing in the National Register of Historic Places is considered historic. Section 106 protections also *extend* to properties that *possess significance* but have not yet been listed or formally determined eligible for listing.

14.i. If this is a request to encumber the property, identify the party or parties to whom the property is proposed to be encumbered and attach related information: Identify the party/parties to whom the property is proposed to be encumbered and attach the proposed form and terms of encumbrance, along with a copy of any proposed subordination, inter-creditor agreement, or other documentation to protect the interests of the U.S. Government in case of default.

15. If this is a request for a release from the obligation to report on the real property, describe the reasons for the request. Describe the recipient's reasons for requesting a release from the obligation to report. Examples of acceptable reasons include but are not limited to expiration of Federal interest or the real property being disposed of in accordance with agency direction. Attach additional sheets if necessary.

16. Remarks. Enter any explanations deemed necessary or information required by the Federal agency including any remarks that the recipient would like to make to address issues that are not addressed elsewhere in this request. Attach additional sheets if necessary.

Texas Commission on Environmental Quality
RESTORE ACT Subrecipient Reimbursement Contract
Bolivar Peninsula Nature Trail

Amendment 1

In accordance with Article 1, subsection 1.2, Amendments, of the General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and The Houston Audubon Society (Performing Party) hereby agree to amend Contract 582-23-44934 to extend the expiration date from October 31, 2024, to April 30, 2025.

This amendment is a \$0 extension and does not make any changes to the current approved budget. All conditions and requirements of the Contract that are not addressed in this Amendment 1 will remain unchanged. This Amendment 1 may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective on the date of the latest signature.

Texas Commission Environmental Quality
(TCEQ)

Houston Audubon Society
(Performing Party)

Melissa Porter

Pam Smolen

Authorized official

Authorized official

Melissa Porter

Name

Pam Smolen

Name

RESTORE Manager

Title

Interim President & CEO

Title

8/5/2024

Date

8/4/2024

Date

Texas Commission on Environmental Quality
RESTORE ACT Subrecipient Reimbursement Contract
Bolivar Peninsula Nature Trail

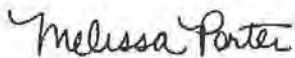
Amendment 2

In accordance with Article 1, subsection 1.2, Amendments, of the General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and The Houston Audubon Society (Performing Party) hereby agree to amend Contract 582-23-44934 to extend the expiration date from April 30, 2025, to July 31, 2025. However, no expenditures made after the end of the Federal Award are eligible for reimbursement under this Contract unless and until the Federal Awarding Agency amends the Federal Award to extend the Project Period so that it covers the dates upon which such expenditures were made. Any expenditures made by the Performing Party during a time outside the Project Period of the Federal Award are wholly at the Performing Party's own risk.

This amendment is a \$0 extension and does not make any changes to the current approved budget. All conditions and requirements of the Contract that are not addressed in this Amendment 2 shall remain unchanged. This Amendment 2 may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective on April 30, 2025.

Texas Commission Environmental Quality
(TCEQ)

Houston Audubon Society
(Performing Party)





Authorized official

Authorized official

Melissa Porter
Name

Jed Aplaca
Name

RESTORE Manager
Title

President and CEO
Title

4/29/2025
Date

4/29/2025
Date

Texas Commission on Environmental Quality
RESTORE ACT Subrecipient Reimbursement Contract
Bolivar Peninsula Nature Trail

Amendment No. 3

In accordance with Article 1.2, Amendments, of the General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and The Houston Audubon Society (Performing Party) hereby agree to amend Contract Number 582-23-44934 (Contract) as follows:

- 1) The expiration date set forth on the Contract Signature Page is extended from July 31, 2025, to January 31, 2027.
- 2) The milestones and deliverables included in the Work Plan are revised and updated. (See Attachment A).
- 3) The Maximum Authorized Reimbursement Amount described on the Contract Signature Page and the RESTORE Program Terms and Conditions Article 4 (Maximum Authorized Reimbursement Amount) is increased to \$3,377,210. This is an increase of \$523,579. (See revised Budget Table and Narrative in Attachment B).
- 4) The federal grant funding this SubGrant Contract has been amended to apply updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) upon TCEQ's acceptance of the award amendment. Therefore, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (December 2018) are replaced with the updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) for all work performed after the effective date of this Amendment. The full text of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) is attached to this Amendment as **Attachment C**.

Please note: The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects That Were in the Funding Pipeline by May 14, 2022, ("Pipeline Waiver"), effective as of February 17, 2023.

- 5) The funds added to the revised Budget in Attachment B and to the Maximum Authorized Reimbursement Amount include funds added to the Federal Award for the Bolivar Peninsula Nature Trail Project, as described above. The Federal Award amendment adding funds to the Federal Award relates back to cover any expenditures incurred during the period now authorized for this Project in the Federal Award, and are available for reimbursement of allowable costs meeting all requirements of this Contract during the term of this Contract, to the extent they meet the updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) described above.

All terms, conditions, and requirements of the Contract that are not addressed in this Amendment No. 3 shall remain unchanged. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective on July 31, 2025.

Texas Commission Environmental Quality
(TCEQ)



Authorized official

Steven Schar
Name

Deputy Executive Director
Title

8/13/2025
Date

Houston Audubon Society
(Performing Party)



Authorized official

Jed Aplaca
Name

President & CEO
Title

7/31/2025
Date

Attachment A

Timeline: Milestones and Deliverables

MILESTONE	Due Date
All Environmental Permits Submitted	09/01/2025
All Environmental Permits Received	03/01/2026
All Building Permits Received	06/01/2026
Design and Bid Process	
Hire Architect for Welcome Center	10/01/2025
Welcome Center Construction Pre-Solicitation Meeting with TCEQ	12/15/2025
Develop trail and parking improvement design and bid packet	12/01/2025
Trail and Parking Pre-solicitation Meeting with TCEQ	12/15/2025
Develop observation deck, boardwalk and bench design and bid packet	12/01/2025
Observation deck, boardwalk and bench Pre-solicitation Meeting with TCEQ	12/15/2025
Develop Water Feature design and bid packet	12/01/2025
Water Feature Pre-solicitation Meeting with TCEQ	12/15/2025
Culvert design and bid package finalized	12/01/2025
Culvert Pre-solicitation Meeting with TCEQ	12/15/2025
Bollards and cable installation design and bid packet finalized	12/01/2025
Bollards and Cable Pre-solicitation Meeting with TCEQ	12/15/2025
Hire Engineer for Fort Travis Septic System design	11/01/2025
Fort Travis Septic System Install bid packet finalized	03/01/2026
Septic System Pre-solicitation Meeting with TCEQ	03/15/2025
Project expenditures at ~10%	02/01/2026
NTP	
Submittal of Welcome Center NTP to Treasury	04/01/2026
Receive Welcome Center NTP from Treasury	06/01/2026
Submittal of Parking Improvement NTP to Treasury	04/01/2026
Receive Parking Improvement NTP from Treasury	06/01/2026
Submittal of Trail NTP to Treasury	04/01/2026
Receive Trail NTP from Treasury	06/01/2026
Submittal of Observation deck, bench, and boardwalk NTP to Treasury	04/01/2026
Receive Observation deck, bench, and boardwalk NTP from Treasury	06/01/2026
Submittal of Culvert NTP to Treasury	04/01/2026
Receive Culvert NTP from Treasury	06/01/2026
Submittal of Bollard and Cable NTP to Treasury	04/01/2026
Receive Bollard and Cable NTP from Treasury	06/01/2026
Submittal of Water Feature NTP to Treasury	04/01/2026
Receive Water Feature NTP from Treasury	06/01/2026
Submittal of Welcome Center NTP to Treasury	04/01/2026

Receive Welcome Center NTP from Treasury	06/01/2026
Submittal of Septic system NTP to Treasury	07/01/2026
Receive Septic system NTP from Treasury	09/01/2026
Construction	
Project expenditures at 50%	08/01/2026
Parking area construction completed	01/01/2027
Septic system construction completed	01/01/2027
Trail and boardwalk construction completed	01/01/2027
Observation deck and bench construction completed	01/01/2027
Culvert construction completed	01/01/2027
Welcome Center construction completed	01/01/2027
Bollards and cable construction completed	01/01/2027
Signage, Wayfinding, Website	
Select and engage wayfinding and interpretive plan and design contractor	11/01/2025
Submittal of Wayfinding and interpretive (Sign Installation) NTP to Treasury	08/01/2026
Receive Wayfinding & interpretive (Sign Installation) NTP from Treasury	10/01/2026
Signage installed	01/01/2027
Website goes live	12/01/2026

Task	Deliverable Description	Due Date
1	Permits and Planning	
1.1	Copy of meeting invite from Joint Evaluation Meeting (JEM) with US Army Corps of Engineers	11/01/2024
1.2	Executed Work Plan with TCEQ	08/01/2024
1.3	Executed agreement between Galveston ISD and Galveston County (Land Access/Management?)	09/01/2025
1.4	Driveway construction permit from TxDOT	04/01/2026
1.5	Right of Way signage permits from TxDOT	06/01/2026
1.6	Local authorization for jetty and Yacht Basin signage (County)	06/01/2026
2	Project Management	
2.1	Executed hiring contract of BPNT Project Manager and Community Liaison	11/13/2024
3	Bollards and Cable	
3.1	Copy of Bollards and cable permits (County, GLO, TCEQ, USACE)	04/01/2026
3.2	Executed Bollards and Cable Installation Contract	03/01/2026
3.3	All required NTP materials for submission to Treasury.	04/01/2026
3.4	Photos of installed Bollards and Cable	01/01/2027
4	Water Feature	
4.1	Copy of permits (Galveston County)	03/01/2026
4.2	Executed water feature contract	03/01/2026
4.3	All required NTP materials for submission to Treasury	04/01/2026
4.4	Photos of completed Drip Feature	01/01/2027
5	Wayfinding and Interpretive Plan and Design	
5.1	Executed Wayfinding and Interpretive Plan and Design contract	11/01/2025
5.2	Draft wayfinding and interpretive materials	02/01/2026
5.3	Develop final wayfinding and interpretive materials	03/01/2026
6	Welcome Center Architect and Design	
6.1	Executed Welcome Center Design Architect Contract	10/01/2025
6.2	Completed Welcome Center Design Plans	12/01/2025
7	Fort Travis Septic System Replacement	
7.1	Copy of Septic System Installation Permit	03/01/2026
7.2	Executed Fort Travis Septic System Contract	06/01/2026
7.3	All required NTP materials for submission to Treasury.	07/01/2026
7.4	Photos and as-built documentation of completed Fort Travis Septic System	01/01/2027
8	Observation Decks, Benches, and Boardwalk (Amenity) Construction	
8.1	Copy of Dunes permit	04/01/2026
8.2	Executed Amenity Construction Contract	03/01/2026
8.3	All required NTP materials for submission to Treasury.	04/01/2026
8.4	Photos of completed Observation Decks, Benches, and Boardwalks	01/01/2027
9	Culverts	
9.1	Executed Culvert Installation Contract	03/01/2026
9.2	All required NTP materials for submission to Treasury.	04/01/2026
9.3	Photos of installed Culverts	01/01/2027

10	Parking Area Improvement & Trails	
10.1	Executed Parking Area Improvement Contract	03/01/2026
10.2	All required NTP materials for submission to Treasury.	04/01/2026
10.3	Photos of completed parking areas and trails	01/01/2027
11	Welcome Center Construction	
11.1	Executed Contract with Center General Construction Contractor	03/01/2026
11.2	Welcome Center Building Permit (County)	03/01/2026
11.3	All required NTP materials for submission to Treasury.	04/01/2026
11.4	Photos of completed High Island Welcome Center	01/01/2027
12	Website Design and Development	
12.1	BPNT Website Design and Development RFQ	05/01/2026
12.2	Executed BPNT Website Design and Development Contract	07/01/2026
12.3	Operational BPNT Website	12/01/2026
13	Wayfinding and Interpretive Plan Materials Deployment	
13.1	Executed Wayfinding and Interpretive Plan Materials Deployment Contract	06/01/2026
13.2	All required NTP materials for submission to Treasury.	07/01/2026
13.3	Photos of installed Wayfinding and Interpretive Plan Materials	01/01/2027
14	Closeout	
14.1	Project Closeout Documentation	01/15/2027

Attachment B

Revised Budget Table:

BUDGET CATEGORY:	APPROVED BUDGET	INCREASE REQUESTED	NEW TOTAL BUDGET
a. Personnel/Salary	164,047.08	5,032.92	169,080.00
b. Fringe Benefits	4,848.12	12,335.12	17,183.24
c. Travel	15,995.00	.00	15,995.00
d. Supplies	9,007.00	2,998.00	12,005.00
e. Equipment	.00	.00	0.00
f. Contractual	2,489,152.36	515,901.75	3,005,054.11
f.1 HI Welcome Center Construction	667,000.00	117,600.00	784,600
f.2 Trails & Boardwalk Construction	508,800.00	587,454.11	1,096,254.11
f.3 Wayfinding & Interpretation Plan, Design, Fabrication	398,500.00	1500	400,000
f.4 Bollards and Cable Installation	285,000.00	-205,000.00	80,000
f.5 Wayfinding Sign Install	174,000.00	-129,000.00	45,000
f.6 Observation Decks	135,000.00	-15,000.00	120,000
f.7 Benches	2,000.00	3,000.00	5,000
f.8 HI Welcome Center Architectural	83,000.00	17,000.00	100,000
f.9 Fort Travis Septic System	75,000.00	25,000.00	100,000
f.10 Parking Areas	74,050.00	125,950.00	200,000
f.11 Permits	58,000.00	-33,000.00	25,000
f.12 Website Design	17,000.00	3,000.00	20,000
f.13 Culvert Installation	8,292.36	1,707.64	10,000
f.14 Water Infrastructure	2,010.00	2,190.00	4,200
f.15 Translation Services	1,500.00	13,500.00	15,000
g. Construction and/or Land Acquisition	.00	.00	0.00
h. Other	1,000.00	.00	1,000.00
i. Total Direct Costs (Sum a. - h.)	2,684,049.56	536,267.79	3,220,317.35
j. Total Modified Direct Costs	847,907.20	-63,443.96	784,463.24
k. Indirect Cost 20%	169,581.44	-12,688.79	156,892.65
l. Total (sum of i. & k.)	2,853,631.00	523,579.00	3,377,210.00

Budget Detail:

Personnel: \$169,080.00

The rates presented fall within the average salary range for position titles and functions in Texas based on a 2021 national survey of land trusts and average salary ranges from US Bureau of Labor Statistics report. In addition, the work is a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award. The funding in this category follows restraints or requirements imposed by state and federal labor laws.

Personnel: It was a decision of Houston Audubon Society's Bolivar Peninsula Nature Trail Project Committee (Committee), comprised of current staff and volunteers, to add a Community Liaison to accomplish needed communications and marketing to the Bolivar Peninsula and surrounding communities to increase the awareness of the BPNT assets to the public, local businesses, nature tourism and general tourism industries, and other stakeholders. After holding internal staff discussions, we adjusted the percentages of time each staff member expects to spend on BPNT project tasks.

Texas Commission on
Environmental Quality

Contract 582-23-44934
Amendment 3

HOUSTON AUDUBON estimates a total of \$169,080 in salaries will be required to complete the project. The breakdown of personnel salaries will be reported in the Personnel Eligibility List (PEL).

Fringe: \$17,183.24

The fringe rate for all part-time employees is 7.65% which includes FICA and Medicare rates per the IRS for 2025. For full-time employees greater than or equal to 30 hours per week an additional amount is included for 401K matching, health insurance, dental insurance, disability insurance, and Life / AD&D insurance. The amount per full-time employee varies based on 401K eligibility/contributions and insurance coverage selections.

Travel \$15,995.00

Location	Purpose	Estimated Trips	Estimated People*	Estimated Cost per Trip**	Project Amount
General Travel Between BPNT Locations and HOUSTON AUDUBON Field Station	Consultation and Implementation	330	1-4	\$32.80	\$10,830.64
Trip HOUSTON AUDUBON HQ to HOUSTON AUDUBON Field Station	Troubleshooting, Oversight, and Coordination	31	1	\$125.96	\$3,904.76
Round Trip HOUSTON AUDUBON HQ to HOUSTON AUDUBON Field Station	Review	10	1-2	\$125.96	\$1,259.60
				TOTAL:	\$15,995.00

*Carpooling encouraged when possible.

**Based on the current Federal mileage reimbursement rate.

Necessity: The project sites are spread across about 25 miles of highway and local roads, estimated to be 70-120 miles from HOUSTON AUDUBON Headquarters. The part-time term position hired for this project will be regularly traveling between the 12 project sites throughout implementation and will likely experience occasional travel to HOUSTON AUDUBON headquarters.

Allowability: This amount is allowable because the travel is not included as a cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period. Additionally, the amount is allowable because the trip is consistent with policies and procedures that apply to both Federal and other non-Federal activities and is determined in accordance with generally accepted accounting principles.

Reasonableness: The amount is reasonable because travel is a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award.

Allocability: This amount is allocable because the cost is incurred specifically for this project, the travel is assignable in part to the sponsored project and can be distributed in proportions that may be approximated by reasonable methods, and the travel is necessary to the overall operation of HOUSTON AUDUBON.

Supplies: \$12,005

Item	Quantity	Price Per Unit	Total Amount
Computer and peripherals, mobile phone and service	2	\$2,000.00	\$4,000.00
Printed Advertising (birding magazines, visitor guides, etc.)	3	\$1444.00	\$4332.00
Printed Collateral (brochures, rack cards, flyers, etc.)	700	\$1.67	\$1,169.00
Promotional Video Production	1	\$2,504.00	\$2,504.00
TOTAL:			\$12,005.00

Necessity: Computing equipment and peripherals are necessary for the Project Manager and Community Liaison to conduct their work on project tasks. Marketing materials are necessary to promote the project to regional and international tourists.

Allowability: This amount is allowable because the supplies are not included as a cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period. Additionally, the amount is allowable because the supplies procurement is consistent with policies and procedures that apply to both Federal and other non-Federal activities and is determined in accordance with generally accepted accounting principles.

Reasonableness: The amount is reasonable because supplies procurement is a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award. The funding in this category follows restraints or requirements imposed by HOUSTON AUDUBON procurement and contracts policy and procedures.

Allocability: This amount is allocable because the cost is incurred specifically for this project, the supplies are assignable in part to the sponsored project and can be distributed in proportions that may be approximated by reasonable methods, and the supplies are necessary to the overall operation of HOUSTON AUDUBON.

Contractual: \$3,005,054.11

Contractual costs are based on recent projects and preliminary budget estimates which have been adjusted for inflation. The average cost of design and engineering is 10% of construction cost. Houston Audubon and Galveston County have recent projects for Bollard, Culverts, Parking and Septic Systems which have been used to estimate costs. However, contractual costs don't include adjustments for the NTP process and

compliance with Federal Regulations. Houston Audubon will scale the project as required to ensure compliance with Federal Regulations including ADA requirements.

Necessity: All construction and equipment installation will be contracted. This includes the development of parking areas, Welcome Center updates, new hiking trails, water drip infrastructure, and signage placement. Services rendered on behalf of Houston Audubon that are beyond the organization’s internal capacity will also be contracted. This includes website design and translation services.

Allowability: This amount is allowable because the contracts are not included as a cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period. Additionally, the amount is allowable because the contracts are consistent with policies and procedures that apply to both Federal and other non-Federal activities and are determined in accordance with generally accepted accounting principles.

Reasonableness: The amount is reasonable because contracts are a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award. The funding in this category follows restraints or requirements imposed by HOUSTON AUDUBON procurement and contracts policy and procedures.

Allocability: This amount is allocable because the cost is incurred specifically for this project, the contracts are assignable in part to the sponsored project and can be distributed in proportions that may be approximated by reasonable methods, and the contracts are necessary to the overall operation of HOUSTON AUDUBON.

Other: \$1,000.00

Item	Quantity	Price Per Unit	Total Amount
Digital Advertising (Facebook)	1	\$500.00	\$500.00
Digital Advertising (Other ad in relevant online nature tourism magazines)	1	\$500.00	\$500.00
TOTAL:			\$1,000.00

Indirect Costs: \$156,892.65

Total Modified Charges (**Applicable Charges)	784,463.24
Indirect Costs Percentage*	20%
Indirect Costs	\$156,892.65
TOTAL PROJECT BUDGET	\$ 3,377,210.00

*The indirect rate was calculated based on the simplified allocation method as outlined in CFR Title 2/Subtitle A/Chapter II/Part 200/Appendix IV/Section B. Figures from the 2021 audited financial statements conducted by a 3rd party, independent auditing firm.

Applicable modified direct costs include Personnel, Fringe, Travel, Supplies, and Other from the non-Contractual budget categories. Applicable modified direct costs also include the following Contractual budget items as they are not capital expenditures on our properties, as per our normal accounting practices*: Wayfinding and Interpretation Plan, Design, and Fabrication; Wayfinding and Interpretive Sign Installation; Benches; Fort Travis Restroom Refurbishment/Septic Replacement; Water Drip Features; and Translation Services.

Houston Audubon EXCLUDED the following Contractual budget items in our direct costs for calculating the indirect, as they are capital expenditures on our properties as per our normal accounting practices: General Permit Fees (for Wayfinding and Interpretative Sign Installation; Bollard and Cable Installation; and High Island Welcome Center Architectural Design and Plans); High Island Welcome Center Construction; Trails and Boardwalk Construction; Bollards and Cable Installation; Observation Decks; High Island Welcome Center Architectural Designs, Engineering Plans, and Permits; Parking Area Development; Website Design; and Culvert Installation.

ATTACHMENT C

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

October 1, 2024



TABLE OF CONTENTS

PREFACE	4
A Program-Specific Terms and Conditions - Awards Under the Direct Component	5
1. Administrative Costs.....	5
2. Oil Spill Liability Trust Fund.....	5
3. Remedies for Noncompliance.....	5
4. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.....	6
5. Buy America Preference Waivers.....	7
6. Buy America Preference Definitions.....	7
B Program-Specific Terms and Conditions - Awards Under the Centers Of Excellence Research Grants Program	8
1. Allowable Costs.....	8
2. Prior Approval for Changes in Centers of Excellence.....	8
3. Performance Reports.....	8
STANDARD TERMS AND CONDITIONS	10
C Applicable Laws, Regulations, and Program Requirements	10
D Use Of Funds and Financial Requirements	10
1. Scope of Work.....	10
2. Pre-Award Costs.....	10
3. Indirect Costs.....	11
4. Cost Sharing and Budget Limitations.....	11
5. Program Income.....	11
6. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date.....	12
7. Tax Refunds.....	12
8. Requirement to Maintain a Conflict-of-Interest Policy.....	12
9. Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment.....	12
10. Limitation on Use of Funds for Research Involving Human Subjects.....	13
11. Limitation on Use of Funds for Foreign Travel.....	14
12. Subawards.....	15
E Effect of a Government Shutdown on Disbursements and the Availability of Treasury Personnel	16
F Recipient Reporting and Audit Requirements	16
1. Financial Reports.....	16
2. Performance Reports.....	17
3. Performance Measures.....	18
4. Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e).....	19

5.	Audit Requirements	19
6.	Operational Self-Assessment.....	19
7.	Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101	20
8.	System for Award Management (SAM.gov) and Universal Identifier Requirements	20
9.	Reporting Requirements for Status of Real Property or Interest in Real Property	20
10.	Reporting on Lobbying	20
G	Financial Management System and Internal Control Requirements	22
H	Records Retention Requirements	23
I	The Federal Government’s Right To Inspect, Audit, and Investigate	24
1.	Access to Records.....	24
2.	Access to the Recipients, Subrecipient’s, and Contractor’s Sites.....	24
J	Award Disbursement	24
K	Notifications and Prior Approvals	26
1.	Notifications.....	26
2.	Prior Approvals.....	26
L	Amendments And Closeout.....	27
1.	Amendments	27
2.	Closeout	28
M	Termination And Remedies for Noncompliance	29
N	Debts	31
1.	Payment of Debts Owed the Federal Government.....	31
2.	Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs.....	31
O	Non-Discrimination Requirements	31
1.	Statutory Provisions	32
2.	Regulatory Provisions.....	32
3.	Executive Orders	32
4.	Title VII Exemption for Religious Organizations.....	33
5.	Protections for Whistleblowers.....	33
P	Requirement to Check Debarment and Suspension Status ff Subrecipients, Contractors, Subcontractors, and Vendors.....	33
Q	Procurement	34
1.	General Provisions	34
2.	Solid Waste Disposal	34
3.	Subawards	34
4.	Small Businesses, Minority, Women, and Veteran-Owned Business Enterprises	34
5.	Domestic Preference for Procurement	35

R	Environmental Requirements	35
S	Real Property, Construction, Equipment, and Supplies	36
1.	General Requirements	36
2.	Real Property and Acquisition of Land and Land Interests	36
3.	Compliance with State, Local and Federal Requirements	36
4.	Title	37
5.	Permitting Requirements	38
6.	Estimated Useful Life	38
7.	Recording the Federal Interest in the Real Property	38
8.	Use of Real Property	39
9.	Administration, Operation, and Maintenance	40
10.	Commencement of Construction	40
11.	Insurance	41
12.	Bonding	41
13.	Floodplain Requirements	41
14.	Goals for Women and Minorities in Construction	42
15.	Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148).....	42
16.	Equal Opportunity Clause	44
17.	Revised Americans with Disabilities Act (ADA) Standards for Accessible Design for Construction Awards	45
18.	Supplies and Equipment.....	45
T	Miscellaneous Requirements And Provisions	46
1.	Prohibition Against Assignment by the Recipient	46
2.	Disclaimer Provisions.....	46
3.	Prohibited and Criminal Activities.....	46
4.	Limitations on Political Activities of Employees	46
5.	Drug-Free Workplace	47
6.	Increasing Seat Belt Use in the United States.....	47
7.	Reducing Text Messaging While Driving	47
8.	Minority Serving Institutions (MSIs) Initiative	47
9.	Research Misconduct	47
10.	Care and Use of Live Vertebrate Animals	48
11.	The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175.....	48
12.	Publications and Signage	50
13.	Copyright.....	50
14.	Homeland Security Presidential Directive 12.....	50
15.	Export Control.....	51

Appendix I: 2 C.F.R. Part 170, Appendix A	53
Appendix II: 2 C.F.R. Part 25, Appendix A	56
Appendix III: Davis-Bacon And Related Acts Requirements.....	57
Appendix IV: Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.....	62
Appendix V: 41 C.F.R. § 60-1.4.....	63

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury's implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Act Frequently Asked Questions relating to the Direct Component Program), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in the Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance," 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury's implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. Administrative Costs

- a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:
 - i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;
 - ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and,
 - iii. Indirect costs of subrecipients.
- b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. See 31 C.F.R. § 34.204(a)(1). The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:
 - i. The amounts received under a component (i.e., Direct Component) by a recipient, beginning with the first grant through the most recent grant; and,
 - ii. The amounts in the Trust Fund that are allocated to, but not yet received by the recipient under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.
- c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for

activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

- a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:
 - i. All iron and steel used in the project are produced in the United States, which means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - ii. All manufactured products used in the project are produced in the United States, which means that the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
 - iii. All construction materials are manufactured in the United States, which means that all manufacturing processes for the construction material occurred in the United States.
- b. For the purposes of this section, the term "infrastructure" means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- c. The requirement of paragraph (a) (the "Buy America preference") only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. See OMB Memorandum M-24-02.

5. **Buy America Preference Waivers**

- a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the "Date Issued" in the Notice of Award). All waivers will be posted on Treasury's RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.
- b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.
- c. In accordance with 2 C.F.R. § 184.7, Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:
 - i. Applying the Buy America Preference would be inconsistent with the public interest;
 - ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or,
 - iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. **Buy America Preference Definitions**

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury's RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. **Allowable Costs**

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures;
- b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and,
- c. Acquisition of land or interests in land.

2. **Prior Approval for Changes in Centers of Excellence**

- a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.
- b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. Unique Entity Identifier (UEI) Number;
 - iii. Location of the entity;
 - iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;
 - v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and,
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. **Performance Reports**

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the

consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C APPLICABLE LAWS, REGULATIONS, AND PROGRAM REQUIREMENTS

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);
2. Treasury's implementing regulations, 31 C.F.R. Part 34;
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;
5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component program and other program guidance; and,
12. Any special award conditions included in the award.

D USE OF FUNDS AND FINANCIAL REQUIREMENTS

1. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. Pre-Award Costs

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and,
- c. These costs would have been allowable if incurred after the date of the award.

3. **Indirect Costs**

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204(a)(1). Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources>. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.
- b. Unallowable direct costs are not recoverable as indirect costs.
- c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. **Cost Sharing and Budget Limitations**

- a. There is no requirement for cost sharing for grants under the Direct Component and the Centers of Excellence Research Grants programs. However, if cost share funds are included in the approved award budget, the recipient must obtain and use these cost share funds for the purposes of the award.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. **Program Income**

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(c). As permitted by 2 C.F.R. § 307(d), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient's subaward, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the

conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. **Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. **Requirement to Maintain a Conflict-of-Interest Policy**

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

- a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- b. As described in Public Law 115–232, section 889, covered telecommunications equipment or services are defined as follows:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or,

- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.
- c. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
- e. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.
- f. When the recipient or subrecipient accepts a RESTORE Act grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.
- g. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

10. **Limitation on Use of Funds for Research Involving Human Subjects**

- a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.
- b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

- ii. Documentation to support an exemption for the project;
- iii. Documentation to support deferral for an exemption or IRB review; or,
- iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. **Limitation on Use of Funds for Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. § 301-10.131 through 301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tral/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. **Subawards**

- a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(b). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332, including but not limited to monitoring use of RESTORE Act grant funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.
- b. Recipients must verify that a proposed subrecipient is not excluded or disqualified from receiving or participating in Federal awards prior to making a subaward to the proposed subrecipient. Recipients may use the verification methods provided at 2 C.F.R. § 180.300 and Treasury's implementing regulations at 31 C.F.R. § 19.300, which include confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.
- c. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332(c).
- d. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.
- e. The recipient must provide training and technical guidance to the subrecipient as necessary.
- f. The recipient must, if necessary, take appropriate enforcement actions against noncompliant subrecipients.
- g. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.
- h. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.
- i. The recipient or subrecipient must maintain written standards of

conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts consistent with 2 C.F.R. § 200.318(c)(1).

- j. No employee, officer, agent, or board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated mentioned in this section, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.
- ii. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.
- iii. A recipient or subrecipient may set standards for situations where the financial interest is not substantial, or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a contract.
- iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient or subrecipient.

E EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget cost category (e.g., Personnel: Provide Dollar Amount Expended; Fringe: Provide Dollar Amount Expended; Equipment: Provide Dollar Amount Expended; Construction: Provide Dollar Amount Expended, etc.) the use of all funds received by the recipient and subrecipient (if applicable).
- c. There is no requirement for cost sharing for grants under Treasury's RESTORE Act grant programs. However, if cost share funds are included in the approved award budget, the SF-425 must reflect the cumulative status of federal and non-federal funds to capture the financial status of the grant award as of the end of the reporting period. The cost share must be reported in the Recipient Share

section of the SF-425.

- d. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- e. The recipient must submit all financial reports via the RESTORE Grants Management System (<https://portal.treasury.gov/RGMS>) unless otherwise specified by Treasury in writing.

2. **Performance Reports**

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via the RESTORE Grants Management System (<https://portal.treasury.gov/RGMS>), unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
 - 2) Summarize cumulative activities undertaken since the award period of performance start date by the recipient and any subrecipients (if applicable);
 - 3) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 4) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and,
 - 5) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.
 - b) In Section B-2:
 - 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or

controversies; and,

- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period;
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and,
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Performance Measures**

- a. In accordance with 2 C.F.R. § 200.301, Treasury is required to measure the recipient's performance under its RESTORE Act grants to show achievement of the programs' goals and objectives, share lessons learned, improve programs' outcomes, and foster adoption of promising practices.
- b. As of May 16, 2024, Treasury has adopted the standardized performance metrics set forth in the Direct Component Performance Metrics Guidance listed on the Resources webpage at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources> for RESTORE Act, Direct Component awards. Treasury will require recipients to report on these metrics for all new awards issued on or after May 16, 2024, as well as for

existing awards that receive monetary amendments on or after May 16, 2024, to fund an additional project phase or effect a material change in the project scope of work. The requirement will not apply retroactively to awards made prior to May 16, 2024, amendments to existing grants for no-cost time extensions, or monetary amendments to existing grants that are solely for the purpose of funding cost overruns at bid opening, provided that the originally approved application contained an opinion of probable cost or equivalent documentation. Recipients must report on the performance metrics for their Direct Component awards on their Performance Progress Report (PPR) via RGMS. Recipients should retain the raw data supporting any calculations or estimates used to collect and report the performance data via RGMS and make this data available upon request. Recipients have the opportunity to provide any necessary context, as desired, in the narrative responses on the recipient's Performance Progress Report.

4. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
 - i. Problems, delays, or adverse conditions which will materially impair the recipient's or subrecipient's ability to meet the milestones, measures, or the objectives of this Award. This disclosure must include information on the recipient's plan for corrective action taken, or contemplated, and any assistance needed to resolve the situation; and,
 - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned.
- b. The recipient must:
 - i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;
 - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and,
 - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

5. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements set forth at 2 C.F.R. Part 200 Subpart F – Audit Requirements.

6. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June

30 of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year in the RGMS using the [RGMS Portal \(https://portal.treasury.gov/RGMS\)](https://portal.treasury.gov/RGMS). The recipient must note controls or activities that have changed from its previous submission. The PDF form of the *Operational Self-Assessment* can be found on Treasury's Direct Component Resources webpage for reference at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources>.

7. **Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101**

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

8. **System for Award Management (SAM.gov) and Universal Identifier Requirements**

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

9. **Reporting Requirements for Status of Real Property or Interest in Real Property**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

10. **Reporting on Lobbying**

- a. Solely for the purposes of reporting on lobbying, "recipient" is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury's implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.
- c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352.
- d. Each "person" who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
 - i. As defined in 31 U.S.C. § 1352(g)(3), the term "person"—includes an

individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit; but does not include an Indian Tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

- ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.
- iii. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.
- vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
 - a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - b) A change in the persons(s) influencing or attempting to influence; and/or,
 - c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action.
- vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the

accuracy of the information contained in any disclosure from previously filed.

G FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the Federal agency (Treasury), and the program's Assistance Listing number (21.015);
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and,
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*) and the terms and conditions of this Award.
3. Pursuant to 2 C.F.R. § 200.303, the recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and

Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII), as defined in 2 C.F.R. 200.1, and other types of information. This also includes information Treasury designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable federal, state, local and Tribal laws regarding privacy and responsibility over confidentiality.

H RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of their final financial report (final SF-425) in accordance with 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and,
 - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final financial report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and a final action is taken.
3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor, a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient, a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, Treasury's Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient, that are pertinent to this Award, in order to perform audits, execute site visits, or for any other official use in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's, personnel for the purpose of interview and discussion related to such documents and the Award in general. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, Treasury's Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records of the subrecipient(s), that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, Treasury's Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. Access to the Recipients, Subrecipient's, and Contractor's Sites

- a. The Treasury, Treasury's Office of Inspector General, and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients', their subrecipients', and contractors' offices and project sites corresponding to the duration of their records retention obligation for this Award.

J AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section G) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3)

Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of the Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, Rules and Procedures for Efficient Federal-State Funds Transfers at 31 C.F.R. Part 205, and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: In accordance with 2 C.F.R. § 200.305(b), the recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$250,000 in federal awards per year;
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or,

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. Interest earned amounts up to \$500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

- a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.
- b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.
- c. The recipient must notify Treasury when it increases or decreases the amount of the non-federal share of funds supporting to the project in order for Treasury to amend the approved project budget to reflect such change in the non-federal share supporting the projected funded by the Direct Component grant. The recipient must also revise the Covenant of Purpose, Use and Ownership (Covenant) to reflect Treasury's accurate percentage of participation in the project and record the executed Covenant, and submit a copy of the recorded Covenant to Treasury prior to award closeout.
- d. The recipient must notify Treasury of non-material modifications to an accepted multiyear plan with the next amended multiyear plan submitted for Treasury's review and acceptance. Modifications to a multiyear plan that would not be material modifications are: 1) changes that do not affect the overall scope or objective of the multiyear plan activity, and 2) changes that do not increase funding for an accepted multiyear plan in order to add new activities or increase the scope of an existing activity or activities. If non-material modifications to an activity in an accepted multiyear plan are included in a grant application, Treasury will evaluate the application to determine if the modified activity continues to be a Direct Component eligible activity and does not exceed the recipient's Direct Component allocation.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories if this Award exceeds

the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

- v. Any transfer between the non-construction and construction budget lines;
- vi. The use of funds to reimburse the recipient for pre-award costs;
- vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);
- viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;
- ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;
- x. The commencement of any construction under the award;
- xi. The purchase of equipment under the award;
- xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award;
- xiii. The disposition of real property or equipment with a fair market value exceeding \$10,000; and,
- xiv. The acquisition of land unless described in the grant application and approved in this award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.
- c. An amendment is required whenever Treasury and the recipient wish to:
 - i. Make a material change to the award scope of work;
 - ii. Extend the award period of performance;
 - iii. Increase or decrease the amount of funds on a RESTORE Act grant;
 - iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;
 - v. Change the approved cost share provided by the recipient; or,

- vi. Transfer funds between the construction and nonconstruction budget line items.
- d. Requests for amendments must be submitted via RGMS, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;
- e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:
 - i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;
 - ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in cost share funds, or transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;
 - iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and,
 - iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. **Closeout**

- a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 120 calendar days after the end of the award period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

- c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the award period of performance, or at closeout of the Award by Treasury.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330 and Section Q of these terms and conditions.
- g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient's material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS which is in SAM.gov) and may pursue other remedies for noncompliance, as listed in Section M.
- h. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period;
 - ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. The ability of Treasury to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments;
 - iv. Compliance with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F;
 - v. Compliance with the Property management and disposition requirements set forth in 2 C.F.R. § 200.310 through 200.316; and,
 - vi. Compliance with the Records retention requirements set forth in 2 C.F.R. § 200.334 through 200.337.
- i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M TERMINATION AND REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, the Uniform Guidance, these Standard Terms and

Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

- a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report;
 - iii. Requiring additional activity, project, or program monitoring;
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or,
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the noncompliance;
 - c. Disallow from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards;
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or,
 - g. Take any other remedies that may be legally available.
2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.
 3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.
 4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
 5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to Treasury's Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse related to grants made under the Direct Component and Centers of Excellence Research Grants programs to Treasury's Inspector General.
 6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
 7. If this Award is terminated, Treasury will update or notify any relevant government-wide

systems or entities of any indications of poor performance as required by 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and,
- f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

- a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities;
- c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Executive Orders**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With

Limited English Proficiency,” requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or,
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals does not appear on the federal government's Excluded Parties List System (EPLS) as debarred, suspended, or otherwise excluded from receiving or participating in Federal

awards prior to executing a subaward agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the EPLS. The EPLS is accessible at <http://www.sam.gov>. See also 2 C.F.R. § 200.214.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's EPLS. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the EPLS.
3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q PROCUREMENT

1. General Provisions

- a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327.
- b. All other recipients and subrecipients must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

2. Solid Waste Disposal

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Subawards

- a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
- b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Small Businesses, Minority, Women, and Veteran-Owned Business Enterprises

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary

affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Such consideration means:

- a. These business types are included on solicitation lists;
- b. These business types are solicited whenever they are deemed eligible as potential sources;
- c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and ,
- f. Requiring contractor, under a Federal award to apply this section to subcontracts.

5. **Domestic Preference for Procurement**

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

See 2 C.F.R. § 200.322 for definitions of "manufactured products" and "produced in the United States." This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021). For infrastructure projects, recipients must comply with the Buy America preference set forth in 2 C.F.R. Part 184.

R ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. §

- 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
 13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
 14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
 15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
 16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
 17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)
 18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
 19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
 20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
 21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)
 22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
 23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
 24. Coral Reef Protection, EO 13089
 25. Invasive Species, EO 13112

S REAL PROPERTY, CONSTRUCTION, EQUIPMENT, AND SUPPLIES

1. **General Requirements**
 - a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.
2. **Real Property and Acquisition of Land and Land Interests**
 - a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.
 - b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.
3. **Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all

award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. **Title**

- a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.
- b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:
 - i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and,
 - ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.
- c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within a year of the recipient requesting Treasury's approval of its request to proceed with construction on a project. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.
- d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:
 - i. A copy of the easement deed or equivalent conveyance document; and
 - ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).
- e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:
 - i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and,
 - ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner

inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

- f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.
- g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.
- h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. **Permitting Requirements**

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. **Estimated Useful Life**

- a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.
- b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with Treasury's investment.
- c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.
- d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. **Recording the Federal Interest in the Real Property**

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or

improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury a title insurance (also known as title policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.
- g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as Treasury retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311(d).

9. **Administration, Operation, and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters;
- c. Terrorist acts; and,
- d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Commencement of Construction**

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. In accordance with 2 C.F.R. § 200.326, for all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- b. A performance bond on the part of the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- c. A payment bond on the part of the contractor's part for 100 percent of the contract price. A "payment bond" is a bond executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for under a contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a "treatment works" project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a "treatment works" project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

- a. "Treatment works" is defined in 33 U.S.C. § 1292, and means any:
 - i. Devices and systems:
 - 1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or,
 - 2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and,
 - ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;
 - iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or,

- iv. Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.
- b. When Davis-Bacon Act-related provisions applies, the recipient must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") in all prime construction contracts in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to <https://sam.gov/content/wage-determinations>. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination.
- c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification>.
- d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.
- e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at <https://www.dol.gov/whd/programs/dbra/wh1321.htm>.
- f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of \$2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).
- g. **Contract Provision for Contracts in Excess of \$100,000: Contract Work Hours and Safety Standards Act.** All contracts awarded by the recipient or subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

supplemented by Department of Labor regulations at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. **These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms laborers and mechanics include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

- h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- i. **Enforcement:** In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. **Revised Americans with Disabilities Act (ADA) Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. **Supplies and Equipment**

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
 - ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.
- b. Requirements that are applicable to recipients that are not states:
 - i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$10,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$10,000 per unit or a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination

or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.
- e. Copeland "Anti-Kickback" Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Limitations on Political Activities of Employees

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **Drug-Free Workplace**

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

9. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify Treasury's Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury

shall inform the recipient of Treasury's final determination.

10. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

- i. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - b) Procure a commercial sex act during the period of time that this Award is in effect; or,
 - c) Use forced labor in the performance of this Award or subawards under this Award.
- ii. We as the federal agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or,
 - b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - 1) Associated with performance under this Award; or,
 - 2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a.1

- of this Section V.10; or,
- ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:
 - a) Associated with performance under this Award; or,
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- c. Provisions applicable to any recipient:
- i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and,
 - b) Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - iii. You must include the requirements of this section in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
- i. "Employee" means either:
 - a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or,
 - b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity":
 - a) Means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - b) Includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b); or,
 - 2) A for-profit organization.

- iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. **Publications and Signage**

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage, produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

"This project was funded in whole or in part by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient's Name] by the U.S. Department of the Treasury (Treasury). The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by Treasury. Rather, the references are illustrations to supplement discussion of the issues.

The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor Treasury can vouch for their current validity."

Signage:

This project was funded by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient's Name] by the U.S. Department of the Treasury."

13. **Copyright**

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or,
 - iii. Upon subaward or contract completion or termination.

15. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the

DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

- ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. § 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower-tie transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

APPENDIX I: 2 C.F.R. PART 170, APPENDIX A

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards —

(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities —(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sami.gov/>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives— (1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than Start Printed Page 30113 than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions.

For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 C.F.R. 200.1.

Subrecipient has the meaning given in 2 C.F.R. 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 C.F.R. 229.402(c)(2).

APPENDIX II: 2 C.F.R. PART 25, APPENDIX A

A. Requirement for System for Award Management

Unless recipients are exempted from this requirement under [2 C.F.R. 25.110](#), the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another Federal award term.

B. Requirement for Unique Entity Identifier

If recipients are authorized to make subawards under this Federal award, recipients:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the recipient until the entity has provided its Unique Entity Identifier to the recipient.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov/>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at [2 C.F.R. 200.1](#) and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in [2 C.F.R. 200.1](#).
5. Subrecipient has the meaning given in [2 C.F.R. 200.1](#).

APPENDIX III: DAVIS-BACON AND RELATED ACTS REQUIREMENTS

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 C.F.R. part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of 29 C.F.R. § 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 C.F.R. 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy

of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 C.F.R. 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under [§ 5.5 \(a\)\(3\)\(ii\)](#) of Regulations, [29 C.F.R. part 5](#), the appropriate information is being maintained under [§ 5.5 \(a\)\(3\)\(i\)](#) of Regulations, [29 C.F.R. part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 C.F.R. part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 C.F.R. 5.12](#).

4. Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in [29 C.F.R. 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 C.F.R. part 30](#).

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 C.F.R. part 3](#), which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29](#)

[C.F.R. 5.5\(a\)\(1\)](#) through [\(10\)](#), and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in [29 C.F.R. 5.5](#).

7. Contract termination: debarment. A breach of the contract clauses in [29 C.F.R. 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 C.F.R. 5.12](#).

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 C.F.R. parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 C.F.R. parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

APPENDIX IV: CONTRACT CLAUSES REQUIRED FOR CONTRACTS SUBJECT TO THE REQUIREMENTS OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) Withholding for unpaid wages and liquidated damages. The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

APPENDIX V: 41 C.F.R. § 60-1.4

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.