



**SUBRECIPIENT GRANT AGREEMENT
GLO CONTRACT NO. 13-050-000-6917
COASTAL MANAGEMENT PROGRAM – CYCLE 17**

This subrecipient grant agreement (“Contract”) is entered into by and between the **GENERAL LAND OFFICE** (“GLO”), a State agency, and **NUECES COUNTY** (“Subrecipient”) to provide financial assistance with funds received under the Texas Coastal Management Program (“CMP”) Cycle 17 grant funds, to be made available to the State of Texas by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (“NOAA”), pursuant to the Federal Coastal Zone Management Act of 1972, 16 United States Code Section 1451, *et seq.*, NOAA Award No. NA12NOS4190021 (“Grant”). The Grant funds are limited to use for implementation of a coastal zone management project under the CMP, administered by the GLO (as Coastal Zone Management Awards, CFDA #11.419) and as approved by the Texas Land Commissioner.

ARTICLE 1. GENERAL PROVISIONS

1.01 PURPOSE

The purpose of this Contract is to set forth the terms and conditions of a Subgrant from the GLO to the Subrecipient under CMP Cycle 17.

1.02 CONTRACT DOCUMENTS

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

- ATTACHMENT A:** Project Work Plan and Budget
- ATTACHMENT A-1:** Final, Actual Budget (To be Submitted by Subrecipient)
- ATTACHMENT B:** CMP Supplemental Terms and Conditions
- ATTACHMENT C:** Federal Assurances – Construction (SF-424D) / Non-Construction (SF-424B); Certification Regarding Lobbying Lower Tier Covered Transactions (Form CD-512); and Disclosure of Lobbying Activities Form (SF-LLL)
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** **Sample Additional Required Forms:** Progress Report Form; Invoice for Federal Expenditures; Monthly Grant Project

Equipment Sheet; Monthly Grant Project Timesheet; Budget Amendment Form; Audit Reporting Form; and Historically Underutilized Businesses (HUB) Expense Report Form

Local Match Expenditure Forms: Monthly Grant Project Equipment Sheet; Monthly Grant Project Timesheet; and Volunteer Timesheet

ATTACHMENT F: Grant Closeout Form

1.03 DEFINITIONS

“Administrative and Audit Regulations” means the regulations included in Title 43, Code of Federal Regulations, Part 12, Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code, and any other federal or state regulation applicable to the administration and audit of this Contract and the activities authorized by it.

“Budget” means the budget for the Project funded by the Contract, a copy of which is included in **Attachment A**.

“CMP Rules” means the rules set forth in Chapters 501 through 506 of Title 31 of the Texas Administrative Code for the Texas Coastal Management Program, authorized by statute in Chapter 33, Subchapter C of the Texas Natural Resources Code.

“Compliant Format” means the format for electronically stored information that complies with the standards set forth in **Section 2.4** of **Attachment B**.

“Deliverable(s)” means the work product(s) required to be submitted to the GLO as set forth in the Work Plan.

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

“Event of Default” means the occurrence of any of the events set forth in **Section 8.01** herein.

“Federal Assurances and Certifications” means federal (i) Standard Form 424B (Rev. 7-97); **or** (ii) Standard Form 424D (Rev. 7-97), as applicable to the Project; **and** Form CD-512 (Rev. 12-04), in **Attachment C**, which must be executed by Subrecipient.

“Final Report” means a written report that must be received by the GLO upon completion of the Work Plan, as set forth in **Section 4.02** herein.

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

“GAAP” means “generally accepted accounting principles” as applicable.

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

“General Affirmations” means the affirmations in **Attachment D**, attached hereto and incorporated herein for all purposes, to which Subrecipient certifies by the signing of this Contract.

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

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

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

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

“Progress Reports” means written progress reports that must be received by the GLO monthly or quarterly, as set forth in **Section 4.02** herein.

“Project” means the activities involved in “Upper Oso Watershed Water Quality Improvement and Habitat Education Project,” described in **Section 2.01**, and detailed in the Work Plan in **Attachment A** of this Contract.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

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

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

“Subgrant” means the pass-through grant funds received through the Grant and approved for use by Subrecipient in accordance with the terms of this Contract.

“Subrecipient” means Nueces County, selected to accomplish the Project under this Contract.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Subrecipient under this Contract.

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

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1.04 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting, and means “including without limitation” and, unless otherwise expressly provided in this Contract,
 - (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and
 - (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.”

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Contract.

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ARTICLE 2. CMP SUBGRANT AWARD AND SCOPE OF PROJECT

2.01 CMP GRANT AWARD

Subrecipient submitted an application for Subgrant funds under CMP Cycle 17. The Texas Land Commissioner has approved the Subgrant Award to Recipient based on Subrecipient's application.

Subject to the terms and conditions of this Contract, the GLO agrees to make a Subgrant to Subrecipient in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**, payable in installments as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict conformance with the Budget in **Attachment A** hereto; and Subrecipient shall contribute **FORTY THOUSAND DOLLARS (\$40,000.00)** in matching funds or in-kind services, for a total amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for the duration of the Contract.

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

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

2.02 PROJECT AND WORK PLAN

The Project shall be performed in accordance with the **Work Plan and Budget in Attachment A**; the **Supplemental Terms and Conditions in Attachment B**; the **Federal Assurances and Certifications in Attachment C**; and the **General Affirmations in Attachment D**.

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

2.03 REAL ESTATE IMPROVEMENTS AND LAND ACQUISITION REQUIREMENTS

If applicable, Subrecipient should ensure compliance with **Supplement Article 4, Special Conditions Applicable to Real Estate Improvements and Land Acquisitions**, in **Attachment B**.

ARTICLE 3. TERM

3.01 DURATION AND EXTENSION OF TERM

- (a) This Contract shall be effective October 1, 2012, and shall terminate upon completion of the Project or on March 31, 2014, whichever is earlier. Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may extend this Contract for a period not to exceed three (3) months. **Any request for extension must be received by the GLO at least sixty (60) days before the Contract's original termination date.**
- (b) **HOWEVER, NOTWITHSTANDING THE PRECEDING SECTION 3.01(a), NO WORK MAY BEGIN AND NO COSTS WILL BE REIMBURSED FOR WORK UNDERTAKEN PRIOR TO OCTOBER 1, 2012.**

3.02 EARLY TERMINATION

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

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ARTICLE 4. GRANT ADMINISTRATION

4.01 SUBMISSIONS

Except for legal notices that must be sent by specific instructions under **Section 9.07** below, any written report, form, or request required to be submitted to the Grant Administrator under this Contract shall be sent in Compliant Format via email to the following email address:

empreceipts@glo.texas.gov

4.02 PROGRESS REPORTS

Subrecipient shall submit monthly / quarterly progress reports and a Final Report, as required in the Work Plan, in Compliant Format to the Grant Administrator at the time and in the manner prescribed in **Supplement Article 1, Grant Administration, in Attachment B.**

4.03 DELIVERABLES

Subrecipient shall submit each of the Deliverables, as required in the Work Plan, in Compliant Format to the Grant Administrator at the time and in the manner prescribed in **Supplement Article 1, Grant Administration, in Attachment B.**

The GLO may require Subrecipient to conform any data presentation or products funded under this Contract to reflect GLO comments.

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

4.04 REIMBURSEMENT REQUESTS

Subrecipient shall submit requests for reimbursement for costs allowed under this Contract at the time and in the manner prescribed in **Supplement Article 1, Grant Administration, in Attachment B.**

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

Subrecipient may not charge "other operating costs" (i.e., administrative costs, computer usage fee, etc.) in addition to indirect costs, if such costs are already included in the calculation to determine Subrecipient's indirect cost rate.

Failure by Subrecipient to submit a Deliverable in a timely manner may, at the GLO's sole discretion, result in withholding of a percentage of the reimbursement request until Subrecipient submits said Deliverable.

4.05 Additional Grant Compliance requirements

Subrecipient shall comply with additional provisions relating to Grant Administration required by state and federal law in **Supplement Article 1, Grant Administration, in Attachment B.**

Subrecipient understands and agrees to the terms included in the Supplement that require assurances, affirmation, actions, and activities to fulfill state and federal legal requirements. These requirements include, but are not limited to, GLO electronically stored information standards, acknowledgement of source of funds, special conditions for real estate improvements and land acquisitions, federal assurances, coastal management consistency declaration, and historically underutilized business plans. The information included in the Supplement is current as of the date of the execution of the Contract, but it is the sole responsibility of the Subrecipient to ensure that it complies with the applicable legal requirements at any given time.

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**ARTICLE 5 – FEDERAL FUNDING / STATE FUNDING /
RECAPTURE OF FUNDS / OVERPAYMENT**

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the CMP, to be made available to the State of Texas by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, pursuant to the Federal Coastal Zone Management Act of 1972, 16 United States Code Section 1451, *et seq.* The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CMP Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CMP grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the System for Award Management web site at:**

sam.gov

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Subrecipient for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

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

5.04 OVERPAYMENT

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

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ARTICLE 6. INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.
- (b) The United States Government is granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY THE STATE AND THE UNITED STATES

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

6.03 PUBLICATION DISCLAIMERS REQUIRED

The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in **Supplement Article 3, Publication and Acknowledgement of Source of CMP Funds, of Attachment B.**

6.04 SURVIVAL

THE PROVISIONS OF THIS ARTICLE 6 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

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

7.01 BOOKS AND RECORDS

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

7.02 PERIOD OF RETENTION

Subrecipient shall retain all records relevant to this Contract for a minimum of four (4) years. If any federal funds are used in the Contract, Subrecipient shall retain said records for a minimum of five (5) years. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

7.03 PUBLIC INFORMATION

Pursuant to the Public Information Act ("PIA"), records received from Subrecipient may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or excepted from the PIA. Subrecipient may clearly label any individual records as a "trade secret," provided that Subrecipient thereby agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Subrecipient of the request in accordance with the PIA.

7.04 AUDIT REQUIREMENTS

Subrecipient agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, the NOAA, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any of their authorized representatives of the U.S Government shall also have this right of inspection. **ALL SUBCONTRACTS SHALL REFLECT THE REQUIREMENTS OF THIS SECTION.**

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ARTICLE 8. EVENTS OF DEFAULT AND REMEDIES

8.01 EVENTS OF DEFAULT

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

8.02 REMEDIES; NO WAIVER

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

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ARTICLE 9. MISCELLANEOUS PROVISIONS

9.01 CONTRACT AMENDMENT

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

9.02 LEGAL OBLIGATIONS

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

9.03 INDEMNITY

AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF SUBRECIPIENT, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF SUBRECIPIENT, THEN, IN SUCH EVENT, SUBRECIPIENT AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT SUBRECIPIENT IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND SUBRECIPIENT'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY SUBRECIPIENT, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY SUBRECIPIENT TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF

THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF SUBRECIPIENT MUST BE APPROVED BY SUBRECIPIENT.

9.04 ASSIGNMENT AND SUBCONTRACTS

- (a) Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract not encompassed within the Work Plan without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services or work to be performed. In no event may Subrecipient delegate or transfer its responsibility for use of the funds under this Contract.
- (b) Subrecipient is responsible for upholding the integrity of the procurement process and must comply with the organizational conflicts of interest and/or noncompetitive procurement practices as required by Title 43, Code of Federal Regulations, Part 12, and the Grant Award Agreement, in connection with any subcontract under this Contract.
- (c) In any approved subcontracts, Subrecipient shall legally bind any such subcontractors to perform, and make such subcontractors subject to, all the duties, requirements, and obligations of Subrecipient specified herein. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract. **A copy of each subcontract shall be submitted to the GLO within ten (10) business days after execution.**
- (d) The GLO and the NOAA shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** and the Administrative and Audit Regulations.

9.05 RELATIONSHIP OF THE PARTIES

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

9.06 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Subrecipient shall make itself familiar

with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

9.07 NOTICES

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

GLO

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

With a copy to:

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

SUBRECIPIENT

Nueces County
901 Leopard Street
Corpus Christi, TX 78401
Attention: Samuel Neal, County Judge

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

9.08 GOVERNING LAW AND VENUE

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

9.09 SEVERABILITY

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

9.10 DISPUTE RESOLUTION

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

9.11 PROPER AUTHORITY

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

9.12 ENTIRE CONTRACT AND MODIFICATIONS

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

9.13 COUNTERPARTS

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

9.14 OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBGRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT No. 13-050-000-6917

GENERAL LAND OFFICE

NUECES COUNTY

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

By: Samuel L. Neal, Jr.
Title: Nueces County Judge

Date of execution: _____

Date of execution: _____

VA LEGAL SA
SLS MD DIV HJ
AGC
GC

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ATTACHMENTS FOR GLO CONTRACT NO. 13-050-000-6917

ATTACHMENT A	PROJECT WORK PLAN AND BUDGET
ATTACHMENT A-1	FINAL, ACTUAL BUDGET (TO BE SUBMITTED BY SUBRECIPIENT)
ATTACHMENT B	CMP SUPPLEMENTAL TERMS AND CONDITIONS
ATTACHMENT C	FEDERAL ASSURANCES – CONSTRUCTION OR NON- CONSTRUCTION PROGRAMS AND CERTIFICATIONS REGARDING LOBBYING
ATTACHMENT D	GENERAL AFFIRMATIONS
ATTACHMENT E:	SAMPLE ADDITIONAL REQUIRED FORMS: Progress Report Form; Invoice for Federal Expenditures; Monthly Grant Project Equipment Sheet; Monthly Grant Project Timesheet; Budget Amendment Form; Audit Reporting Form; and Historically Underutilized Businesses (HUB) Expense Report Form Local Match Expenditure Forms: Monthly Grant Project Equipment Sheet; Monthly Grant Project Timesheet; and Volunteer Timesheet
ATTACHMENT F:	GRANT CLOSEOUT FORM

ATTACHMENTS FOLLOW

Attachment A - Work Plan and Budget

Contract Number: 13-050-000-6917

Project Name: Upper Oso Watershed Water Quality Improvement and Habitat Education Project

Entity: Nueces County

Project Description:

The Upper Oso Watershed Water Quality Improvement and Habitat Education Project will construct a Best Management Practices 3-acre detention wetland, located at LyondellBasell Park, establish habitat along the perimeter of the wetland, incorporate a public education signage component, and create an educational partnership with the local school district. The wetland will provide drainage benefits by providing detention of stormwater on site and removal of stormwater pollutants. The detention wetland will provide educational benefits by supplying a vegetated aquatic habitat to study wildlife.

The park is located within the Upper Oso Creek watershed which is on the State's 303(d) List of Impaired Waters. The surface drainage through this park area is south east picking up agricultural non-point source pollutants and draining into the Oso Creek Watershed. The project goals are to design and maintain wetlands to effectively remove agricultural nonpoint-source pollutants, including suspended solids, phosphorus, and nitrogen, to improve the water quality in the Oso Creek Watershed and to incorporate an education component to create awareness. The wetland/stormwater detention pond will be designed and constructed to serve as a stormwater detention wetland to filter and clean runoff from agricultural land and parking areas prior to entering the watershed. The wetland will provide habitat for local faunal species.

A project engineer will be hired for conceptual design of the wetland. The project will provide public access to the wetland through in-kind labor and materials provided by the Nueces County Inland Parks Department. An ADA accessible wetlands overlook and benches will be constructed at the wetland pond site using pressure treated wood and/or cedar material. Interpretive signage will be placed around the perimeter of the wetlands to educate the public about the wetland's impact on the Oso Creek Watershed. The detention wetland will be constructed by excavating a basin and installing a compacted clay liner at the bottom. The perimeter of the wetland will have a shallow water ledge (approx 15-20 ft. wide with 3-12 in. of water depth) to promote the growth of emergent vegetation. Wetland plants will be located along the shallow edges of the wetland. The depth will incrementally increase to a maximum depth of approximately 15 ft. near the center aiding in the retention of stormwater. Suitable soils for plant growth will be placed over the compacted clay liner and vegetation will consist of native, local noninvasive species such as bulrushes, reeds and various broad-leaf species.

Stormwater run-on will enter the wetland via overland sheet flow and through a series of grate inlets, made of polyethylene light weight material, located throughout the park to collect stormwater. An aerator or similar feature will be located in the wetland to provide a source of circulation to increase dissolved oxygen. No permits will be required. The project's success will be measured by monitoring the water quality. Water quality

Attachment A - Work Plan and Budget

improvements and wetland performance will be measured by pre/post sample analysis and comparison from designated locations (in flow and surface). The County will coordinate with local universities/schools to perform water sampling as needed. The project will increase awareness of water quality issues in the watershed by providing a stage for local school district's educational programs. Public education and awareness is essential to involving citizens/students in learning about their environment and taking appropriate actions to prevent pollution. The park currently is frequented by the various sports leagues that participate at the complex, as well as the students and residents from the neighboring school and subdivisions. Nueces County will provide outreach to the community about the wetland detention pond and its educational components through coordination with the area schools and promotion of park amenities and activities.

Project Budget:

	CMP	Subrecipient	Third Party	Project Total
Salaries	\$0.00	\$19,475.00	\$0.00	\$19,475.00
Fringe	\$0.00	\$3,525.00	\$0.00	\$3,525.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$17,000.00	\$0.00	\$17,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$60,000.00	\$0.00	\$0.00	\$60,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal:	\$60,000.00	\$40,000.00	\$0.00	\$100,000.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$60,000.00	\$40,000.00	\$0.00	\$100,000.00

Attachment A - Work Plan and Budget

Special Award Conditions:

1. This project must be completed as described in this work plan. 2. The GLO and/or NOAA must approve any changes in the scope of work or budget requests that change the total project cost. 3. CMP and NOAA logos, including appropriate acknowledgment statement, must be printed on education/outreach materials, signs, and final reports and/or publications.

Task 1 Description:

Planning and Engineering

This task will include the planning and design of the wetland. Specifications of the wetland excavation will be used for construction and bid documents to be given to the Nueces County Purchasing Department for bid process. A vegetation plan will be designed and given to the Inland Parks Department who will be establishing the vegetated perimeter for the habitat. The sign design will be provided to the GLO for review prior to construction. After GLO approval, the sign design will be given to the Inland Parks Department for construction and placement of the interpretive signage around the wetland site.

Deliverable(s)/Milestone(s):

Provide wetland design and vegetation plan, November 30, 2012; and
Provide sign design for GLO review, November 30, 2012;

Deliverable Due Date(s): 11/30/2012

Task 2 Description:

Bidding and Construction

Bidding will include advertising in the local newspaper, distributing plans and bid documents to request bidders, conducting a pre-bid conference, preparing addendum(s) if needed, receiving bids, evaluating bids, identifying the successful bidder, preparing a construction contract, and executing the contract with a corresponding notice to proceed with construction.

Once the contract has been awarded, a notice to proceed with construction will be issued to the contractor selected. The construction phase of this project will include both contracted and in-kind services. The selected contractor will excavate the wetland basin and install a compacted clay liner at the bottom. Suitable soils for plant growth will be placed over the compacted clay liner and vegetation will consist of native, local noninvasive species. Interpretive signage and benches will be constructed and placed around the wetland after the design is reviewed and approved by the GLO. A wetlands overlook will be constructed to provide an even better view of the wetland. A Coastal Management Program sign, that will be provided by the GLO, will be installed.

Deliverable(s)/Milestone(s):

Attachment A - Work Plan and Budget

Provide complete set of construction Contract Documents (project manual, specifications, and complete set of construction drawings) to GLO for review/approval prior to bidding the project, December 31, 2012;
Provide all bidding documents to GLO (Bid advertisement, bid matrix), January 31, 2013;
Provide a copy of awarded construction contract, March 31, 2013;
Photos (before, during, and after construction) of completed wetland included in Final Report, September 10, 2013; and
Photos of completed and installed park benches, wetlands overlook, and CMP and Interpretive signs submitted with Final Report, September 10, 2013.

Deliverable Due Date(s): 9/10/2013

Task 3 Description:

Project Reporting

Prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to CMPreceipts@GLO.TEXAS.GOV.

Submit a Final Report including (a) the wetland design and vegetation plan; (b) an analysis of wetland performance; (c) photographs before, during, and after construction activities; and (d) photographs of the installed CMP and interpretive signs.

Monthly Progress reports are due to CMPreceipts@GLO.TEXAS.GOV on the 10th day of every month starting with January 10, 2013.

Requests for reimbursement are to be submitted in a timely manner to CMPreceipts@GLO.TEXAS.GOV, as specified in the contract.

Deliverable(s)/Milestone(s):

Monthly progress reports and requests for reimbursement, ongoing; and Final Report, September 10, 2013.

Deliverable Due Date(s): 9/10/2013

CMP SUBGRANT SUPPLEMENTAL TERMS AND CONDITIONS

ARTICLE 1 - GRANT ADMINISTRATION

1.1 GENERAL REQUESTS

Subrecipient may submit requests provided for in the Contract, in writing via email, in Compliant Format. Requests must cite the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. **A request is granted only upon receipt by Subrecipient of written approval from the Grant Administrator.** Forms and Deliverables must be submitted in a compliant format to:

cmpreceipts@glo.texas.gov

1.2 GRANT ADMINISTRATION FORMS

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

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/grantee-requirements.html>

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

- (b) Subrecipient must submit certain additional forms required by the Contract or the Grant to show that Subrecipient has complied with required state and federal laws applicable to the Grant. The forms and certifications described below are found in **Attachment C**.

- (i) Either the federal Assurances for Construction Programs (Standard Form 424D) or Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found at Page 1 of **Attachment C**, and must be executed by Subrecipient.

- (ii) Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512) is found at Page 3 of **Attachment C**, and must be executed by Subrecipient.

Subrecipient may check for vendor debarment at the Federal General Services Administration's Excluded Parties List System at:

<https://www.epls.gov/>

- (iii) Disclosure of Lobbying Activities Form (Standard Form-LLL) is found at Page 4 of **Attachment C**, and must be submitted by

Subrecipient if required by **Section 5.5** of the Supplemental Terms and Conditions, relating to Lobbying Disclosure.

1.3 PROGRESS REPORTS

Subrecipient shall submit monthly progress reports that must be received by the GLO on or before the 10th day of each calendar month during the term of this Contract, commencing January 10, 2013 (“Progress Reports”). Progress Reports must be submitted electronically in Compliant Format to the Grant Administrator on the Progress Report form, a sample of which is attached hereto in **Attachment E**. The Progress Report form may be downloaded at:

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/grantee-requirements.html>

All Progress Reports shall include:

- (a) a brief statement of the overall progress of each task identified on the Work Plan since the last progress report;
- (b) a brief description of any problems that have been encountered during the previous reporting period that will affect the Work Plan, delay the completion of any portion of this Contract, or inhibit the completion of or cause a change in any of the Work Plan objectives;
- (c) a description of any action Subrecipient plans to undertake to correct any problems that have been encountered; and
- (d) a status report on the Budget, as defined in this Contract.

In addition, Subrecipient must submit a Project closeout form to the GLO Grants Administrator upon completion of the Project. The closeout form may be found at:

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/grantee-requirements.html>

1.4 DELIVERABLES

Subrecipient shall submit electronically each of the Deliverables set forth in the Work Plan in **Attachment A**, in Compliant Format, and in the time and manner prescribed therein, to the Grant Administrator.

1.5 REIMBURSEMENT REQUESTS / MATCH DOCUMENTATION

Each request for reimbursement shall:

- (a) prominently display “GLO Contract No. 13-050-000-6917,” the failure of which may significantly delay payment under the Contract;
- (b) be on the approved GLO forms, which may be downloaded at:

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/grantee-requirements.html>

provided, however, that a university or university system may submit its standard invoice in lieu of a GLO invoice form.

- (c) be supported by an invoice detailing each expense by Budget category in accordance with the Project Budget in **Attachment A**;
- (d) include a timesheet or a payroll clearing account spreadsheet; and
- (e) provide such other information as the GLO may request.

Reimbursement requests / match documentation shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Compliant Format via email to the Grants Administrator monthly.

REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE. FAILURE BY SUBRECIPIENT TO COMPLY IN A TIMELY MANNER WITH THIS REQUIREMENT MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

Subrecipient shall submit requests for reimbursement for costs allowed under this Contract at the time and in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**.

Subrecipient may not charge “other operating costs” (i.e., administrative costs, computer usage fee, etc.) in addition to indirect costs, if such costs are already included in the calculation to determine Subrecipient’s indirect cost rate.

1.6 BUDGET VARIANCE

Upon written request and justification by Subrecipient to the Grants Administrator, reallocation among budget categories may be allowed. Subrecipient must use the GLO Budget Amendment Form. This form may be downloaded at:

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/grantee-requirements.html>

Such reallocations may not increase or decrease the amount of the grant or total Budget; and shall be effective only after approval by the GLO. Any request for a variance that changes the total budget amount or the Project scope or outcome may be allowed only through the formal, written Contract amendment process. **A FINAL, ACTUAL BUDGET, TO BE ATTACHED TO THE CONTRACT AS ATTACHMENT A-1, SHALL BE SUBSTITUTED FOR THE EXISTING BUDGET IN ATTACHMENT A, AND SHOULD BE SUBMITTED BY SUBRECIPIENT NO LATER THAN SIXTY (60) DAYS FROM THE EXPIRATION OR TERMINATION DATE OF THE CONTRACT.**

1.7 WITHHOLDING (RETAINAGE) APPLICABLE TO ALL PROJECTS

To ensure full performance, the GLO may withhold (retain) an amount equal to thirty-three percent (33%) of Subrecipient’s grant amount until Subrecipient’s delivery, and GLO’s approval, of all Deliverables required herein. The GLO shall

make a final disbursement only upon receipt of documentation sufficient to determine that Subrecipient has completed the Project in accordance with the Work Plan, and that all requirements of the Contract and the relevant provisions of the Grant have been fulfilled by Subrecipient.

1.8 PURCHASES

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

1.09 AUDIT COMPLIANCE

- (a) The GLO, as a pass-through entity, has the responsibility to ensure that Subrecipients expending **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** or more in federal awards during each of the Subrecipient's fiscal years of funding have met audit requirements in accordance with U.S. Office of Management and Budget Circular A-133. If applicable, Subrecipient shall complete and return the Audit Reporting Form no later than September 1 of each year until the Contract is terminated. The Audit Reporting Form may be downloaded at:

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/grantee-requirements.html>

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

1.10 MATCH DOCUMENTATION

Evidence of match documentation shall:

- (a) be on the approved GLO forms, which may be downloaded at:
<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/grantee-requirements.html>
- (b) be supported by an invoice detailing each expense by Budget category, in accordance with the Project Budget in **Attachment A**; and
- (c) provide such other information as the GLO may request.

Match funding documentation must be identified clearly and may be submitted with or separate from a payment request. Each invoice shall be supported by copies of receipts, cancelled checks, or such other documentation that, in the sole judgment of the GLO, allows for full substantiation of the costs incurred. Payment requests may be denied if proper match has not been submitted.

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ARTICLE 2 - GLO ELECTRONICALLY STORED INFORMATION STANDARDS

- 2.1 GEOGRAPHIC INFORMATION SYSTEMS.** Data, databases, and products associated with electronic Geographic Information Systems (GIS) that have been collected, manipulated, or purchased with CMP grant funds and/or local match funds will be subject to all applicable terms of the *Texas Geographic Information Standards* of the Texas Geographic Information Council (TGIC) and Texas Administrative Code (TAC) §201.6, Planning and Management of Information Resources Technologies, Geographic Information Standards. The Geographic Information Standards Rule is available on the World Wide Web at www2.dir.state.tx.us/sponsored/tgic/Pages/standards.aspx, or by writing to the Department of Information Resources (DIR), TGIC Administrative Chairperson, P.O. Box 13564, Austin, Texas, 78711-3564, email: rob.aanstoos@dir.state.tx.us, or phone: 512-463-7314.
- 2.2 TRANSFER OF DATA.** Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this contract MUST be documented as specified in the Federal Geographic Data Committee (FGDC) document *Content Standard for Digital Geospatial Metadata*, version 2 (FGDC-STD-001-1998) or later. The federal metadata standard is available on the World Wide Web at www.fgdc.gov/metadata/csdgm. Metadata must be submitted in HTML, XML or ASCII text formats.
- 2.3 FORMAT.** Although many Texas state agencies, including the GLO, have adopted Environmental Systems Research Institute, Inc. (ESRI) software products as in-house GIS software, this is NOT an endorsement of these, or any other, products. However, any electronic spatial data collected, manipulated, or purchased with CMP grant funds and/or local match funds shall be transferred in a mutually-acceptable GIS format, along with corresponding metadata (see above). Non-spatial data deliverables (reports, tables, databases, spreadsheets, images) must be delivered in Acrobat PDF, MS Office, WordPerfect, dBase (.dbf), ASCII, or standard image formats (JPEG, TIFF, GIF, etc.). Acceptable media for delivery include DVD, CD-ROM, flash drive, and external hard drive. Subrecipient is expected to comply with these guidelines. If Subrecipient cannot comply with these guidelines then Subrecipient must provide a written justification detailing why an exception is warranted.
- 2.4 COMPLIANT FORMAT FOR GRANT ADMINISTRATION**
- Subrecipients should submit written reports, requests in Word format; invoices and supporting documentation in pdf format; and photographs in .jpg format and form unless otherwise agreed by the Grant Administrator.

ARTICLE 3 – PUBLICATION AND ACKNOWLEDGEMENT OF SOURCE OF CMP FUNDS

3.1 PUBLICATION

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

**A PUBLICATION (OR REPORT) APPROVED BY THE TEXAS
LAND COMMISSIONER PURSUANT TO NATIONAL OCEANIC
AND ATMOSPHERIC ADMINISTRATION AWARD NO.
NA12NOS4190021.**

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

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

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

**THIS PROJECT IS FUNDED ("IN PART" IF APPROPRIATE) BY A
GRANT APPROVED BY THE TEXAS LAND COMMISSIONER
PURSUANT TO NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION AWARD NO. NA12NOS4190021.**

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

- (e) **THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

3.2 SIGNAGE

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

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

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

3.3 SURVIVAL

THE PROVISIONS OF THIS ARTICLE 3 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.

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ARTICLE 4 - SPECIAL CONDITIONS APPLICABLE ONLY TO REAL ESTATE IMPROVEMENTS AND LAND ACQUISITIONS

4.1 LAND ACQUISITIONS

- (a) In the event that private land is to be acquired with grant funds, Subrecipient shall have such land surveyed in the following manner:
- (1) any parcel of land that (i) does not abut any waters and (ii) is acquired by lot and block may be surveyed by a Registered Professional Land Surveyor. Any survey conducted by a Registered Professional Land Surveyor under this section must be accompanied by certified copies of each subdivision block in which the acquisitions will be located. Subrecipient shall record any and all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located; and
 - (2) any other parcel of land must be surveyed by a Licensed State Land Surveyor.
- (b) In the event that a coastal boundary survey is required for the Project, Subrecipient must conduct the coastal boundary survey for the Project site in accordance with Section 33.136 of the Texas Natural Resources Code. For surveys of tracts on or adjacent to Gulf beaches, maps, surveys, and/or profiles shall not delineate or map vegetation, the line of vegetation, or the landward boundary of the public beach. Such maps, surveys, and/or profiles shall also not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by CMP funds, vegetation, the line of vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from the GLO. The coastal boundary survey must contain the following statement:

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

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

THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE COASTAL MANAGEMENT PROGRAM. IF THE PROPERTY IS EVER SOLD OR USED FOR

PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE FEDERAL AWARDING AGENCY MUST BE COMPENSATED IN ACCORDANCE WITH THE UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS (15 C.F.R. PART 24).

- (d) All appraisals performed in connection with the acquisition of land under this section shall be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions and the provisions of the CMP attached Work Plan concerning land acquisitions. **THE SURVEY, APPRAISAL, CONSERVATION EASEMENT (IF ANY), AND DEED MUST BE APPROVED BY THE GLO. THE GLO WILL NOT "HOLD" AN EASEMENT OR ACCEPT A THIRD-PARTY RIGHT OF ENFORCEMENT.**

4.2 IMPROVEMENTS

- (a) Prior to any construction undertaken under this Contract, Subrecipient shall deliver to the GLO one (1) copy of the final construction contract documents, including the Project manual containing the technical specifications, and the drawings (collectively the "Contract Documents"). Any construction that will be undertaken with funding from this Contract shall be completed in compliance with the final Contract Documents approved by the GLO, and all applicable codes and standards. Upon completion of construction, Subrecipient shall submit a set of record ("as-built") drawings to document the final construction, as well as photographs of the completed construction, in the final report. Subrecipient may not remove any improvements constructed with funds provided under this Contract, unless the federal awarding agency is compensated in accordance with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (15 C.F.R. Part 24).
- (b) If funds under the Contract are used to improve real property, Subrecipient must file a memorandum of agreement in the county records where the property is located notifying third parties as follows:

THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE COASTAL MANAGEMENT PROGRAM. IF THE PROPERTY IS EVER SOLD OR USED FOR PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION MUST BE COMPENSATED IN ACCORDANCE WITH FEDERAL LAW (43 C.F.R. PART 12).

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

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

- (d) **UPON COMPLETION OF CONSTRUCTION, SUBRECIPIENT SHALL SUBMIT A FINAL “AS BUILT” DESIGN, IF REQUIRED BY THE LOCAL BUILDING CODE OR LOCAL BUILDING OFFICIAL, AS WELL AS PHOTOGRAPHS OF THE CONSTRUCTION IN THE FINAL REPORT.**
- (e) Subrecipient may not remove any improvements constructed with funds provided under the Contract, unless the United States Government is compensated in accordance with the Administrative and Audit Regulations.

4.3 SURVEYS REQUIRED

- (a) **Inland Survey.** In the event that land is to be acquired with funds under the Contract, any parcel of land that (1) does not abut any waters and (2) is acquired by lot and block may be surveyed by a “registered professional land surveyor” or “RPLS” as that term is defined in Chapter 1071 of the Texas Occupations Code. Any survey conducted by an RPLS under this section must be accompanied by certified copies of each subdivision block in which the acquisitions will be located. Subrecipient shall record any and all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located.
- (b) **Survey of Land Abutting Water.** Any parcel of land to be acquired with funds under the Contract other than land described in **Section 4.4(a)**, above, must be surveyed by a “licensed state land surveyor” or “LSLS” as that term is defined in Chapter 1071 of the Texas Occupations Code. The survey must meet the requirements of a Category 1A, Land Title Survey, as defined in the *Manual of Practice for Land Surveying in Texas*, published by the Texas Society of Professional Surveyors. Any survey conducted by an RPLS under this Section must be accompanied by copies of each recorded subdivision plat that includes any portion of the area to be acquired, and appropriate deeds and other documents referenced on the survey plat.
- (c) **Coastal Boundary Survey.** In the event that a coastal boundary survey is required for the Project, Subrecipient must conduct the coastal boundary survey for the Project site in accordance with Section 33.136 of the Texas Natural Resources Code. For surveys of tracts on or adjacent to Gulf beaches, maps, surveys, and/or profiles shall not delineate or map vegetation, the line of vegetation, or the landward boundary of the public beach. Such maps, surveys, and/or profiles shall also not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by funds under the Contract, vegetation, the line of vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from the GLO. The coastal boundary

survey, as well as surveys of land as described in Section 4.3(b), above, must contain the following statement:

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

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

THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE COASTAL MANAGEMENT PROGRAM, FUNDED BY NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION GRANT NO. NA12NOS4190021 (UNDER GLO CONTRACT NO. 13-050-000-6917). IF THE PROPERTY IS EVER SOLD OR USED FOR PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE FEDERAL AWARDING AGENCY MUST BE COMPENSATED IN ACCORDANCE WITH THE UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS (15 C.F.R. PART 24).

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

4.4 APPRAISALS

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

www.usdoj.gov/enrd/land-ack/yb2001.pdf

4.5 GLO APPROVAL OF REAL ESTATE DOCUMENTS

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

The GLO will not “hold” an easement or accept a third-party right of enforcement.

ARTICLE 5 - MISCELLANEOUS TERMS AND CONDITIONS

5.1 FEDERAL REGULATORY REQUIREMENTS

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

5.2 COMPLIANCE WITH TEXAS COASTAL MANAGEMENT PROGRAM (CMP)

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

5.3 FEDERAL ASSURANCES

Subrecipient shall execute the Assurances-Construction/Non-Construction Programs Form, attached to the Contract at **Page 1 of Attachment C**, and submit it with the signed Contract, assuring that it will comply with all federal statutes listed thereon and, when applicable, shall obtain and return completed assurance of compliance forms from its subcontractors.

5.4 LOBBYING CERTIFICATION

- (a) Subrecipient, shall, by executing Standard Form CD-512, included at **Page 3 of Attachment C**, certify that no federal funds have been or will be paid to any person for influencing or attempting to influence any party named therein.

Prior to engaging any contractor or subcontractor, Subrecipient shall verify the contractor's or subcontractor's eligibility for receiving state or federal funds, using: the Federal General Services Administration's Excluded Parties List System located at:

<https://www.epls.gov>

5.5 LOBBYING DISCLOSURE

If at any time any non-federal funds have been paid for such purposes, Subrecipient shall complete and submit the Disclosure of Lobbying Activities Form (Standard Form-LLL), included at **Page 4 of Attachment C**.

5.6 HISTORICALLY UNDERUTILIZED BUSINESSES

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

- (b) The GLO encourages Subrecipients to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. For more information on the program, and how it can assist your firm in meeting good faith effort goals please visit:

www.window.state.tx.us/procurement/prog/hub/mentorprotege.

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

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ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the 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 interest in the title of real property in accordance with 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 progress 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 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 for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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.

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| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the</p> | <p>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).</p> <p>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.</p> <p>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.).</p> <p>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."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> |
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THIS FORM MUST BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND SUBRECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE County Judge
APPLICANT ORGANIZATION Nueces County, Texas	DATE SUBMITTED

FORM CD-512
(7-91) LF

U.S. DEPARTMENT OF COMMERCE

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and 15 CFR Part 28, "New Restrictions on Lobbying."

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

As required by executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, Section 26.510, Participants responsibilities, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subtier recipient will have a critical influence on or substantive control over the award), as defined at 15 CF Part 26, Sections 26.105 and 26.110—

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

2. LOBBYING

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

NAME OF APPLICANT Nueces County, Texas	AWARD NUMBER AND/OR PROJECT NAME CDBG-DR HOME CONSTRUCTION PROJECTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Samuel L. Neal, Jr., County Judge	
SIGNATURE	DATE

DO NOT EXECUTE UNLESS / UNTIL REPORTING LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input 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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be 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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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. 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Provider certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
5. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
6. Provider certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Provider: _____

Date of Employment with Provider: _____

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

8. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.
9. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
10. The Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Provider shall include the above provisions in all subcontracts pertaining to the work.
11. Provider understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us

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

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PROGRESS REPORT

(Project Name)

(GLO Contract No.)

(Reporting Period)

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

- Status of the task during this reporting period: in progress completed
- Estimated Task Percentage Completed %
- Briefly describe major accomplishments for this reporting period.

- List the deliverable(s)/milestone(s) completed during this reporting period. (Submit a copy of your completed deliverable(s)/milestone(s) with this report.)

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

- Briefly describe plans for the next reporting period.

(Repeat for each task, if necessary. If work on a particular task has not begun or has been completed, do not include in progress report.)

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

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

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

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

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

INVOICE FOR CMP FEDERAL EXPENDITURES

Invoice Date: _____ Federal ID No.: _____
 Invoice No.: _____ Expenditure Period: _____
 GLO Contract No.: _____ FINAL Invoice: Yes / No
 Project Title: _____
 Subrecipient: _____
 Phone: _____
 Email Address: _____
 Submitted by: _____ Signature: _____ / /
 Printed Name: _____ Date

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

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

The State Fiscal Year is 09/01 to 08/31.

Please separate expenditures by FY and submit an invoice for each fiscal year.

For GLO Use Only:	GLO Contract # : _____
Expenditure Period : _____	Date Final Documentaion Received : _____
Requisition # : _____	Invoice Amt : \$ _____
Requisition # : _____	Invoice Amt : \$ _____
COBJ : _____	Payment Subject to Prompt Pay Act : Yes / No
Approved by Contract Specialist : _____	Date: _____
Approved by Project Manager : _____	Date: _____
Invoice approved for reimbursement:	
Grant Manager : _____	Date: _____
Entered in DB by : _____	Date: _____

Questions? Contact Sharon Moore 512.463.5819 or sharon.moore@glo.texas.gov

MONTHLY GRANT PROJECT EQUIPMENT SHEET FOR DAILY/HOURLY RATES

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

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

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

CALCULATION OF DAYS/HOURS:

$$\frac{0}{\text{TOTAL \# DAYS/HOURS}} \times \frac{\text{DAILY/HOURLY RATE}}{=} = \underline{\hspace{2cm}}$$

I certify that this information is correct.

Printed Name of Project
Manager: _____

Project Manager
Signature _____

Date _____

MONTHLY GRANT PROJECT TIME SHEET

Project Name:
Employee Name:
Month and Year:

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

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

CALCULATION FOR SALARY/HOURLY:

$$\frac{0}{\text{TOTAL \# HOURS}} \times \text{HOURLY RATE} = 0$$

$$\frac{0}{\text{TOTAL SALARY/HOURLY WAGE FOR MONTH}} \times \text{FRINGE BENEFIT RATE/HOURLY FRINGE BENEFIT RATE (Not to exceed 35\%)} = 0$$

I certify that this information is correct.

Employee Signature: _____ Date: _____

Project Manager Signature _____ Date _____

BUDGET AMENDMENT REQUEST

Subrecipient _____
 Department _____
 Address _____
 City, State Zip _____
 Contact Name _____
 Phone _____
 Fax _____

GLO Contract # _____ Federal ID# _____

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

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

Signature of Authorizing Official

Date

For GLO Use Only:

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

Informal Budget Amendment Approved by: _____
Contract Specialist

Date: _____

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

Audit Reporting Form

Subrecipients receiving (granted/awarded) federal funds, through the General Land Office (GLO), are subject to the requirements of the Single Audit Act of 1996, Office of Management and Budget (OMB) Circular No. A-133, (<http://www.omb.gov/grants>). Subrecipients expending (spending/reimbursed) federal funds totaling \$500,000 or more in a fiscal year are required to conduct an audit in accordance with the Single Audit Act.

Please complete this questionnaire, scan and email to CMPreceipts@glo.texas.gov or mail to:

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

Section 1: Entity Information

Name of Entity (Subrecipient) _____ Project Title and GLO Contract Number _____
(additional grants may be listed on a separate page)

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

Section 2: Single Audit Requirement

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

For Fiscal Year 20__:

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

- If less than \$500,000 in **total** federal funds (awards/grants) were expended: Your entity is *exempt* from further audit requirements for the reporting period. Complete Sections 4 and 5 (Federal Awards Information and Signature Sections).
- If \$500,000 or more in **total** federal funds (awards/grants) were expended: Complete all remaining sections.

Section 3: Audit Information

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

Section 4: Federal Awards Information

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

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

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

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

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

Section 5: Signature Section

Signature of Preparer _____

Date _____

Printed Name of Preparer and Title _____

Preparer's Contact Information:

Email: _____

Phone: (____) _____ ext. _____

Instruction Sheet for the Audit Reporting Form

The purpose of the Audit Reporting (AR) Form is to assist the General Land Office (GLO) in its obligations to adhere to federal guidelines for pass through entities issuing federal funds. The AR Form is equally beneficial in assisting entities receiving federal funds, through the GLO, to meet their audit reporting requirement. Federal guidelines for pass through agencies issuing federal awards and the subrecipients of those funds are set forth in the Single Audit Act of 1996, Office of Management and Budget (OMB) Circular No. A-133. The OMB's website, <http://www.omb.gov/grants>, contains information regarding the Single Audit Act and its requirements.

Review the following instructions for assistance in completing the Audit Reporting Form.

Section 1: Entity Information.

- Name of Entity – The “Name of Entity” should match the name on the grant contract.
- Project Title and GLO Contract Number – Provide the “Project Title and GLO Contract Number” for your entity’s grant. The project title must match the title of the project found in “Attachment A” of the grant contract. A separate sheet listing additional project titles and contract numbers may be attached if necessary.
- Entity’s Fiscal Year – Provide the period covered by your entity’s fiscal year. (i.e. Jan. ‘06 through Dec. ‘06)

Section 2: Single Audit Requirement.

Following the text “For Fiscal Year 20__”, insert your entity’s fiscal year end for the reporting period (the most recently complete fiscal year). For the fiscal year listed, provide the total amount of federal funds (awards/grants) expended (spent/reimbursed). Account for all federal funds expended, regardless of the source.

Choose one of the following options:

1. Mark the first box, if your entity has expended less than \$500,000 in total federal funds. Your entity is exempt from further audit requirements for the reporting period, but must complete Sections 4 and 5.
2. Mark the second box, if your entity has expended \$500,000 or more in total federal funds. Your entity is not exempt from further audit requirements and must complete all remaining sections of the form.

Section 3: Audit Information.

- Date of Last Completed Audit – Indicate the date of your entity’s last completed audit.
- Period Covered by Audit – Provide the period covered by your entity’s last completed audit. This period should correspond to the audit indicated on the previous line.
- Audit Findings – Choose one of the following options:
 1. Mark the box before “No findings” if your entity’s last completed audit disclosed no findings. If there were no findings, it is not necessary to provide a copy of your audit reporting package.
 2. Mark the box before “Findings” if your entity’s last completed audit disclosed findings. If there were findings, submit a copy of the audit reporting package, if the findings were related to GLO issued funds. If the findings were unrelated to GLO issued funds submit a copy of the schedule of findings and questioned costs.
- Next Audit Scheduled for - Provide the month and year of your entity’s next scheduled audit.
- Period Covered by Next Audit – Indicate the period to be covered by your entity’s next scheduled audit.

Section 4: Federal Awards Information.

- Following the text “For Fiscal Year 20__”, insert your entity’s fiscal year end for the current reporting period (should match the fiscal year provided in Section 2). For the fiscal year listed, provide the total amount of federal funds (awards/grants) your entity has received (granted/awarded). Account for all federal funds received, regardless of the source. It is possible for the amount of federal funds received/awarded to not agree to the amount expended/spent.
- Federal Grants Table -- For the fiscal year listed, use the table to provide: 1) the grants/awards that comprise the total amount of federal funds your entity received; 2) the period of awards (i.e. May ‘06 – May ‘08); 3) amount of awards; and, 4) the Catalog of Federal Domestic Assistance (CFDA) numbers for each award. If the CFDA number is unknown, you may contact the issuing agency. If additional space is needed, attach a separate sheet listing the abovementioned federal grant information.

Section 5: Signature Section.

- Signature of Preparer – The person who prepared the AR form must sign and date the form.
- Printed Name of Preparer – Print the name and title of the person who prepared the AR Form.
- Preparer’s Contact Information – Provide an email address and phone number for the preparer.

Form Return Information – Use the return information near the top of the Audit Reporting Form.

For additional assistance contact Melissa Porter, CMP Team Leader, at 512-475-1393 or by email at melissa.porter@glo.state.tx.us.

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) EXPENSE REPORT

(Project Name)

(GLO Contract No.)

(Reporting Period)

In accordance with state law, it is the General Land Office's (GLO) policy to assist Historically Underutilized Businesses (HUBs), whether minority or women-owned, whenever possible in providing goods and services to the GLO. The GLO encourages you to adhere to this same policy when selecting sub-contractors to assist your organization in fulfilling its contractual obligations with the GLO.

In that regard, please provide us with the estimated amount of project funds your organization paid to HUB vendors during the FY 20__ state fiscal year (September 1, 20__ to August 31, 20__).

PROJECT AMOUNT PAID:

TYPE OF HUB VENDOR:

_____	American Women (WO)
_____	Hispanic Americans (HI)
_____	Black Americans (BL)
_____	Asian Pacific Americans (AS)
_____	Native Americans (NA)
_____	Other

I am not sure if this vendor is a HUB:

Vendor's name _____

Amount paid _____

or

_____ No project funds were paid to a HUB vendor during the stated time period.

Please scan and email this form to CMPreceipts@glo.texas.gov.

If you should have any questions, please contact Ms. Sharon Moore at (512) 463-5819 or at Sharon.moore@glo.texas.gov.

LOCAL MATCH EXPENDITURES

Submission Date: _____ Federal ID No.: _____
 Submission No.: _____ Expenditure Period: _____
 GLO Contract No.: _____
 Project Title: _____
 Subrecipient: _____
 Phone: _____
 Email Address: _____
 Submitted by: _____ Signature: _____ / / _____
 Printed Name: _____ Date _____

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

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

The State Fiscal Year (FY) runs 09/01 to 08/31.

Please separate expenditures by FY and submit a form for each fiscal year.

For GLO Use Only:
 GLO Contract #: _____
 Expenditure Period: _____ Date Final Documentation Received: _____
 FY: _____ Match Amount: \$ _____
 FY: _____ Match Amount: \$ _____
 Approved by Contract Specialist: _____ Date: _____
 Entered in Database: _____ Date: _____
 Scanned to DocuShare: _____ Date: _____

Questions? Contact Sharon Moore 512.463.5819 or sharon.moore@glo.texas.gov

THIRD PARTY MATCH EXPENDITURES

Submission Date: _____ Federal ID No.: _____
 Submission No.: _____ Expenditure Period: _____
 GLO Contract No.: _____
 Project Title: _____
 Subrecipient: _____
 Phone: _____
 Email Address: _____
 Submitted by: _____ Signature: _____ / /
 Printed Name: _____ Date

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

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

The State Fiscal Year (FY) runs 09/01 to 08/31.
Please separate expenditures by FY and submit a form for each fiscal year.

For GLO Use Only:
 GLO Contract #: _____
 Expenditure Period: _____ Date Final Documentation Received: _____
 FY: _____ Match Amount: \$ _____
 FY: _____ Match Amount: \$ _____
 Approved by Contract Specialist: _____ Date: _____
 Entered in Database: _____ Date: _____
 Scanned to DocuShare: _____ Date: _____

Questions? Contact Sharon Moore 512.463.5819 or sharon.moore@glo.texas.gov

MONTHLY GRANT PROJECT EQUIPMENT SHEET FOR DAILY/HOURLY RATES

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

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

Day	Day	Day	Day	Day	Day	Day	Day	Day	Day
1	2	3	4	5	6	7	8	9	10
hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs
15	16	17	18	19	20	21	22	23	24
hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs
29	30	31							
hrs	hrs	hrs							

CALCULATION OF DAYS/HOURS:

$$\frac{0}{0} \times \frac{\text{DAILY/HOURLY RATE}}{0} =$$

I certify that this information is correct.

Printed Name of Project
Manager:

Project Manager
Signature

Date

MONTHLY GRANT PROJECT TIME SHEET

Project Name:
Employee Name:
Month and Year:

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

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

CALCULATION FOR SALARY/HOURLY:

$\frac{0}{0} \times \frac{0}{\text{HOURLY RATE}} =$

$\frac{0}{\text{TOTAL SALARY/HOURLY WAGE FOR MONTH}} \times \frac{0}{\text{FRINGE BENEFIT RATE/HOURLY FRINGE BENEFIT RATE (Not to exceed 35\%)}} =$

I certify that this information is correct.

Employee Signature: _____ Date: _____

Project Manager Signature _____ Date: _____



Texas Coastal Management Program Grant Closeout Form

For more information, please contact Melissa Porter at
Phone: 1(800) 998-4GLO or (512) 475-1393
Fax: (512) 475-0680
Email: Melissa.Porter@glo.texas.gov

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

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

SECTION 1: GRANTEE INFORMATION

Project Name: _____

GLO Contract Number: _____ NOAA Award Number: _____

Contract Period: _____ to _____

Organization Name: _____

Organization Type: Select Organization Type _____

Project Manager/
Principal Investigator: _____

Address: _____

Phone: _____

Email: _____

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

SECTION 2: FINANCIAL MEASURES

Activities of Coastal Management Programs (CMPs) lead to extensive leveraging of resources in the coastal zone. However, this measure limits reporting on dollars leveraged to those projects directly tied to a CMP funded project or activity. This measure includes activities eligible under CZMA Section 306, 306A, 310, or 309. CMP Dollars are federal CMP funds and the required matching funds identified by the CMP grant. Matching dollars reported should be limited to the amount identified in the CMP grant.

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

DEFINITIONS

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

MATCHED dollars are funds used to match received dollars.

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

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

In-kind funds and services that qualify under Office of Management and Budget Circular A110, <http://www.whitehouse.gov/omb/circulars/a110/a110.htm#23>, (see sect. 23 "Cost sharing or matching") can be included as leveraged dollars. Sources of leveraged dollars can be federal, state, or local government agencies or other organizations such as non-profits or foundations.

Project Category

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

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

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

SECTION 2: FINANCIAL MEASURES

The purpose of this measure is to describe the role of entities other than local governments in the CMP Program in supporting local governments in balancing coastal uses and improving local decision-making. For Coastal Management Programs (CMPs) without formal local governments, this measure can include assistance to unincorporated or local groups that represent local interests.

Dollars reported should reflect the amount spent during the reporting period from all awards or grants that were directed at providing either technical or financial assistance to local governments.

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

DEFINITIONS

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

TECHNICAL ASSISTANCE includes consultation, review, training, and other types of support by entities other than local governments to local governments on planning, managing local resources, meeting state requirements, using technical tools, and other activities to increase local management capacity. Technical assistance does not have to be conducted directly by coastal program staff. CMP funded or managed projects to provide technical assistance to local governments that are conducted by non-CMP staff can be included.

Financial Assistance is the provision of sub-awards or other contractual arrangements to provide CMP federal or matching funds to local government agencies. Financial assistance can include funds to conduct specific local projects, administer local coastal programs, and locally enforce CMP policies. Dollars reported should include only the amount provided to the local government.

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

4. Amount of CMP dollars spent on technical assistance to local governments.

5. Amount of matched dollars spent on technical assistance to local governments.

SECTION 3: EDUCATIONAL ACTIVITY MEASURES

To support public involvement, Coastal Management Programs (CMPs) offer education programs. The purpose of this measure is to describe the role of the CMP Program in providing 'hands-on' education that supports the goals of the government coordination category.

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

DEFINITIONS

EDUCATIONAL ACTIVITIES captured in this performance measure include presentations; seminars; and other hands-on or interactive activities that provide non-technical information to improve public understanding of CMP Program policies and activities to improve government coordination and efficiency in coastal management as well as opportunities for active stakeholder and public participation. Educational activities that are conducted by partners and funded by CMP federal or matching funds should be included.

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

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

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

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

SECTION 4: TRAINING EVENT MEASURES

The CMP Program provides scientific and technical information and skill-building opportunities to individuals who are responsible for making decisions that affect coastal resources. Using a range of approaches, CMPs provide coastal decision-makers with the knowledge and tools they need to address critical resource management issues.

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

DEFINITIONS

TRAINING EVENTS include events for audiences that focus on more technical subject matter than those provided through educational activities. Training can include activities that are tailored to a specific audience, such as wetland regulators or a local agency permitting program and should be limited to training events offered by or funded by the CMP.

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

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

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

See Section 2 for category definitions.

1.	Number of <u>Government Coordination</u> training events offered with assistance from CMP funds.	0
2.	Number of <u>Public Access</u> training events offered with assistance from CMP funds.	0
3.	Number of <u>Coastal Habitat</u> training events offered with assistance from CMP funds.	0
4.	Number of <u>Coastal Hazards</u> training Events offered with assistance from CMP funds.	0
5.	Number of <u>Coastal Dependent Uses and Community Development</u> training events offered with assistance from CMP funds.	0

SECTION 4B: COORDINATION EVENT MEASURES

Through capacity building networks, the CMP Program provides critical project management and coordination assistance to build local and state capacity. The number of Coordination Events is intended to capture CMP events to improve coordination and comprehensive planning.

This does **NOT** include all coordination meetings attended by CMP staff and should be limited to events focused on coastal management policy development, significant coordination efforts, streamlining of network programs, or coordination of enforcement actions or programs.

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

DEFINITIONS

COORDINATION EVENTS should also be limited to those events that are led (initiated) or funded by the Coastal Management Program (CMP) for the purpose of comprehensive planning in cooperation with stakeholders or partners. Examples of coordination events include, but are not limited to interagency coordination meetings; issue specific advisory panels, commissions, or task forces; and stakeholder coordination meetings to develop new partnerships.

STAKEHOLDERS GROUPS are the number of non-CMP organizations, programs, or agencies (e.g. recreational fishing organization, National Park Service, county planning agency, etc.) that were represented by at least one participant during the event. Grantees should document the number of stakeholder groups for each event reported at the time it is conducted. If a sign-in sheet or registration is not possible, the program should ensure that the person conducting the event records a count of participants at the time of the event.

PLEASE NOTE: This does **NOT** include all coordination meetings attended by CMP staff and should be limited to events focused on coastal management policy development, significant coordination efforts, streamlining of network programs, or coordination of enforcement actions or programs. Meetings between CMP staff and individual stakeholders for the purpose of presenting program decision or activities should not be reported for this measure.

Coordination events should be categorized based on the dominant topic area addressed. If a coordination event is primarily held to address management needs or coordination on a range of categories, the event may be best categorized under Government Coordination. Only record each event once, even if multiple topics are covered, and do not duplicate the same event under the performance measure for educational activities.

1.	Number of <u>Government Coordination</u> coordination events offered with assistance from CMP funds.	0
2.	Number of <u>Public Access</u> coordination events offered with assistance from CMP funds.	0
3.	Number of <u>Coastal Habitat</u> coordination events offered with assistance from CMP funds.	0
4.	Number of <u>Coastal Hazards</u> coordination events offered with assistance from CMP funds.	0
5.	Number of <u>Coastal Dependent Uses and Community Development</u> coordination events offered with assistance from CMP funds.	0

SECTION 5: PUBLIC ACCESS MEASURES

The CMP Program protects, creates, and enhances public access to the coast through regulatory programs, acquiring new public access sites, and enhancing recreational facilities such as boardwalks and piers. An important goal of the CZMA is to ensure adequate public access to the coastal zone. Coastal Management Programs (CMPs) accomplish this goal using approaches that are most effective for their local coastal zone.

The purpose of this measure is to describe the role of the CMP Program in providing for new and enhanced public access in the coastal zone. However, not all CMPs use CMP funding or staff to create new public access sites or enhance existing recreational facilities.

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

DEFINITIONS

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

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

PLEASE NOTE: It is acceptable to report sites created or enhanced due to CMP-funded staff that provide critical management, planning, or coordination for a specific project completed during the reporting period. However, do not include instances where CMP staff involvement is limited primarily to permit review or consultation.

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

SECTION 6: COASTAL HABITAT MEASURES

Coastal Management Programs (CMPs) play an important role in shaping coastal habitat management policies, as well as improving, coordinating, and funding state and local activities. Some programs use CMP funds to acquire property or conservation easements from willing sellers to protect coastal habitat as well as work with partners to restore coastal habitats. Other programs focus on activities that support state and local actions to protect and restore coastal habitat through comprehensive planning, habitat identification, technical assistance, and education and outreach. This measure focuses on those CMPs that use CMP funding or staff to protect habitat by acquisition or easement and to restore habitat.

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

DEFINITIONS

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

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

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

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

DUNE is a wind formed hill or ridge of sand.

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

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

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

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

0

SECTION 7: MARINE DEBRIS MEASURES

This measure focuses on marine debris removal activities that can be linked to a quantifiable reduction of marine debris. Grantee should not report activities that cannot be directly connected to estimates of the number of pounds removed.

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

DEFINITIONS

MARINE DEBRIS REMOVAL ACTIVITIES include activities (either volunteer or non-volunteer) to remove marine debris from coastal systems. For beach clean-up or similar events, report the total number of sites or areas that participated rather than reporting the clean-up as one activity.

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

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

0

SECTION 8: COASTAL HAZARDS MEASURES

The purpose of this measure is to describe the role of the CMP Program in supporting coastal communities to reduce loss of life and property from coastal hazards, enhance the ability of state and local governments and communities to respond to hazard events, and raise public awareness of coastal hazards.

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

DEFINITIONS

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

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

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

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

SECTION 9: COASTAL DEPENDENT USES AND COMMUNITY DEVELOPMENT MEASURES

The purpose of this measure is to describe the role of the CMP Program in working with coastal communities to develop and implement local policies and plans to manage growth and development and in redeveloping underutilized and deteriorating urban waterfront areas and ports. This measure focuses on efforts to enhance local management, planning, and the implementation of plans for sustainable development and port or waterfront redevelopment.

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

DEFINITIONS

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

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

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

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

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

1.	Number of coastal communities that developed or updated sustainable development ordinances, policies, and plans with assistance from CMP funds or staff.	0
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2.	Number of coastal communities that completed a project to implement a sustainable development ordinance, policy, or plan with assistance from CMP funds or staff.	0
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3.	Number of coastal communities that developed or updated port or waterfront redevelopment ordinances, policies, and plans with assistance from CMP funds or staff.	0
<hr/>		
4.	Number of coastal communities that completed a project to implement a port or waterfront redevelopment ordinance, policy, or plan with assistance from CMP funds or staff.	0
<hr/>		
5.	Number of coastal communities that developed or updated polluted runoff management ordinances, policies, and plans with assistance from CMP funds or staff.	0
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6.	Number of coastal communities that completed projects to implement polluted runoff management ordinances, policies, and plans with assistance from CMP funds or staff.	0
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Submit by Email  Print Form 

SECTION 10: GLO STAFF ONLY

INSTRUCTIONS

GLO STAFF: please enter your e-mail and password below to submit the form to database.

EVERYONE ELSE: please STOP! This section is for GLO STAFF ONLY

User Email:

Password:

Submit Form To Database