



**SUBRECIPIENT GRANT AGREEMENT
GLO CONTRACT No. 13-147-000-7235
COASTAL IMPACT ASSISTANCE PROGRAM
USFWS FINANCIAL ASSISTANCE AWARD NUMBER F12AF01159**

This Subrecipient Grant Agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (the “GLO” or “Recipient”), a State agency, and **NUECES COUNTY** (“Subrecipient”) to provide financial assistance using funds received under U.S. Fish and Wildlife Service (“USFWS”) Financial Assistance Award Number F12AF01159 for the project entitled “Habitat Restoration and Conservation at Packery Channel.”

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 the Coastal Impact Assistance Program (“CIAP”).

1.02 CONTRACT DOCUMENTS

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

- ATTACHMENT A:** Work Plan and Project Budget
- ATTACHMENT B:** CIAP Supplemental Terms and Conditions
- ATTACHMENT C:** USFWS Financial Assistance Award Agreement to the GLO for Award No. F12AF01159
- ATTACHMENT D:** Federal Assurances, as applicable – Construction (SF-424D) or Non-Construction (SF-424B)
- ATTACHMENT E:** Certification Regarding Lobbying Lower Tier Covered Transactions (CD-512); and Disclosure of Lobbying Activities Form (SF-LLL)
- ATTACHMENT F:** General Affirmations
- ATTACHMENT G:** Sample Additional Required Forms: Monthly Progress Report; CIAP Invoice Form; Budget Amendment Request Form; HUB Expense Reporting Form; Audit Reporting Form

1.03 DEFINITIONS

“Act” means Section 384 of the Energy Policy Act of 2005, Public Law 109-58, 109th Congress, 119 Stat. 739 (August 8, 2005) (amending the Outer Continental Shelf Lands Act, Title 43, United States Code, Section 1356a).

“Administrative and Audit Regulations” means the regulations included in Title 43, Code of Federal Regulations, Part 12.

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

“CIAP” means the Coastal Impact Assistance Program.

“CIAP Supplemental Terms and Conditions” means the agreed terms and conditions applicable to this Contract and attached hereto as **Attachment B**.

“CMP Rules” means the rules set forth in Chapters 501 through 505 of Title 31 of the Texas Administrative Code for the Texas Coastal Management Program, authorized by statute in Chapter 33, Subchapter F, of the Texas Natural Resources Code.

“Coastal Impact Assistance Program” means the federal grant program for certain coastal states, as authorized by the Act and managed by the U.S. Fish and Wildlife Service, a bureau of the U.S. Department of the Interior. The State of Texas uses the GLO as administrative support for the CIAP program.

“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 having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

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

“Federal Assurances” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects), in **Attachment D**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (Rev 12-04), “Certification Regarding Lobbying Lower Tier Covered Transactions,” in **Attachment E**, attached hereto and incorporated herein for all purposes.

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

“Financial Assistance Award” means the financial award made to the GLO by the USFWS under the CIAP, providing funding for the Project under this Contract; may be used interchangeably with “Grant.”

“Financial Assistance Award Agreement” means the formal grant agreement between the GLO and USFWS; USFWS Financial Assistance Award Number F12AF01159, for the period ending November 30, 2014 making funding available to the State of Texas under the CIAP for the Project. A copy of the Agreement is attached hereto as **Attachment C**.

“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 F**, attached hereto and incorporated herein for all purposes, to which Subrecipient certifies by the signing of this Contract.

“Grant” means the financial award made to the GLO by the USFWS under the CIAP, providing funding for the Project under this Contract; may be used interchangeably with “Financial Assistance Award.”

“Grant Administrator” means the GLO staff member assigned to monitor the Project, as may be designated from time to time by the GLO.

“Grant Administration Form” means one of the several forms required to be submitted under this Contract, copies of which are included in **Attachment G**.

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

“Monthly Reports” means written progress reports that must be received by the GLO as set forth in **Section 4.02** herein.

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

“Project” means the Habitat Restoration and Conservation at Packery Channel project which this Subgrant will fund, as defined in **Attachment A** hereto.

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

“Recipient” means the GLO, which is the CIAP recipient under the Financial Assistance Award to which this Contract relates.

“Subgrant” means pass-through funds received through the Financial Assistance Award under the CIAP and approved for use by the Subrecipient in accordance with the terms of this Contract.

“Subrecipient” means the entity to which the Subgrant is made, which is the same entity as the “subrecipient” and the “subgrantee” as referred to in the Financial Assistance Award Agreement and in Title 43, Code of Federal Regulations, Part 12.

“Supplement” means the CIAP Supplemental Terms and Conditions document attached hereto as **Attachment B**.

“USFWS” means the U. S. Fish and Wildlife Service, a bureau of the U.S. Department of the Interior.

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

1.04 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting, and means “including without limitation” and, unless otherwise expressly provided in this Contract,
 - (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments 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 - FINANCIAL ASSISTANCE AWARD AND SCOPE OF PROJECT

2.01 FINANCIAL ASSISTANCE AWARD

Subrecipient submitted an application for Subgrant funds under Texas' CIAP. USFWS has made the Financial Assistance 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 **FIVE HUNDRED FIFTY THOUSAND SEVEN HUNDRED SEVENTY-THREE DOLLARS (\$550,773.00)**, 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 the Financial Assistance Award Agreement.

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 Financial Assistance Award Agreement. **THIS RECAPTURE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.**

The GLO is not liable to Subrecipient for any costs incurred by Subrecipient before the effective date of this Contract, or after its termination. However, the GLO, in its sole discretion, may reimburse Subrecipient for allowable program costs incurred prior to the effective date of this Contract.

2.02 INCORPORATION OF FINANCIAL ASSISTANCE AWARD TERMS

The Financial Assistance Award Agreement authorizes the use of the Subgrant by Subrecipient for the Project in accordance with the terms of the Financial Assistance Award Agreement and applicable state and federal law.

Recipient and Subrecipient understand and agree that any and all terms and provisions of the Financial Assistance Award Agreement that apply to the Recipient by operation of this Contract are also applicable to Subrecipient.

2.03 PROJECT AND WORK PLAN

The Project shall be performed in accordance with the Work Plan in **Attachment A**; the Supplemental Terms and Conditions in **Attachment B**; the description in the Financial Assistance Award Agreement in **Attachment C**; the assurances and certifications in **Attachments D** and **E**; and the General Affirmations in **Attachment F**.

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, in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**. Modifications may require the approval of the USFWS, 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.**

2.04 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**.

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Article 3 - TERM

3.01 DURATION AND EXTENSION OF TERM

This Contract shall be effective as of the date executed by the last party, and shall terminate upon completion of the Project, or on August 31, 2014, whichever occurs first.

Upon receipt of a written request and acceptable justification from Subrecipient to the Grant Administrator and approval from the USFWS, the Grant Administrator may extend this Contract for a period not to exceed twelve (12) months. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GRANT ADMINISTRATOR AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of 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:

ciapreceipts@glo.texas.gov

4.02 REPORTS

Subrecipient shall submit Monthly and Final Reports, 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, and written approval by the Grant Administrator. Such exchanges may be made by regular mail, electronic mail, or facsimile transmission. Modifications may require the approval of the USFWS, 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.

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.

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4.05 BUDGET VARIANCE

Subrecipient may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the Grant Administrator in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**.

A Budget reallocation shall be effective upon receipt of the Grant Administrator's approval.

A FINAL, ACTUAL BUDGET SHALL BE SUBMITTED BY SUBRECIPIENT NO LATER THAN SIXTY (60) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

4.06 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 Section 384 of the Energy Policy Act of 2005, Public Law 109-58, 109th Congress, 119 Stat. 739 (August 8, 2005) (amending the Outer Continental Shelf Lands Act, Title 43, United States Code, Section 1356a), and made available through a Financial Assistance Award managed by the U.S. Fish and Wildlife Service, a bureau of the U.S. Department of the Interior. 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 CIAP 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 CIAP 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 USFWS 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 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 Financial Assistance Award 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 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Subrecipient must submit to the Grant Administrator, for USFWS approval, any public information releases concerning this Financial Assistance Award that refer to the Department of the Interior or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in Article 3 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, AUDIT, RETENTION,
AND PUBLIC INFORMATION**

7.01 BOOKS AND RECORDS

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

7.02 INSPECTION AND AUDIT

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 USFWS, 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.**

7.03 PERIOD OF RETENTION

Subrecipient shall retain all records relevant to this Contract for a minimum of five (5) years. The period of retention begins at the date of final payment of reimbursable expenses by the GLO, 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.

7.04 PUBLIC INFORMATION

Pursuant to the Public Information Act ("PIA"), records received from Provider 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. Provider may clearly label any individual records as a "trade secret," provided that Provider 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 Provider of the request in accordance with the PIA.

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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 equitable or 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 the GLO's failure 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 Events of Default.

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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 approved by the USFWS, to the extent required by the Financial Assistance Award Agreement.

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 work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

9.03 INDEMNITY

AS GOVERNMENTAL ENTITIES AND 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 Financial Assistance 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 USFWS 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 Financial Assistance Award. 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: CIAP Grant Administrator

Subrecipient

Nueces County
901 Leopard, Room 303
Corpus Christi, TX 78401
Attention: The Honorable Samuel L. Neal, Jr., Nueces 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 or equity, 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 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its integrated attachments 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.

9.12 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 work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

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 SUBGRANT 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. 13-147-000-7235

GENERAL LAND OFFICE



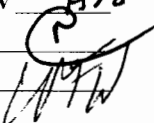
NUECES COUNTY

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

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

Date of execution: _____

Date of execution: _____

ALL LEGAL 
MRR DIV 
AGC _____
GC _____


ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A:** Work Plan and Project Budget
- ATTACHMENT B:** CIAP Supplemental Terms and Conditions
- ATTACHMENT C:** USFWS Financial Assistance Award Agreement with the GLO for USFWS Award No. F12AF01159
- ATTACHMENT D:** Federal Assurances – Construction (SF-424D) or Non-Construction (SF-424B), as applicable
- ATTACHMENT E:** Standard Form-512, Certifications Regarding Lobbying; and Standard Form LLL, Disclosure of Lobbying Activities
- ATTACHMENT F:** General Affirmations
- ATTACHMENT G:** **Sample Additional Required Forms:**¹ Monthly Progress Report; CIAP Invoice Form; Budget Amendment Request Form; HUB Expense Reporting Form; Audit Reporting Form

ATTACHMENTS FOLLOW

¹ Additional required forms may be revised from time to time, and should be downloaded at <http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/ciap/grantee-requirements.html> before each usage.

WORK PLAN AND BUDGET

Project Summary:

Under this project, Nueces County will restore four acres of native coastal live oak motte habitat within the Packery Channel Nature Preserve Park, a 20-acre parcel of land that is owned, operated, and managed by Nueces County. Development of the park is currently one of the County's highest priorities relative to their new regional initiative. A comprehensive Master Plan was developed by the County to ensure that the nature preserve is protected and that all new wetland and woodland habitat areas are preserved in perpetuity.

Statement of Work:

The General Land Office will enter into a sub-grantee agreement with Nueces County to complete the project. Funding for this project will be used for the design/engineering and preparation of bid documents, selection of a construction contractor, construction of the project, and construction oversight. All contracts will meet the bids requirements of the CIAP program.

Schedule:

Task 1 Milestone: Sub grantee agreement with Nueces County (September 30, 2012)

Task 2 Milestones: Selection of engineering contractor (November 30, 2012)

Task 3 Milestones: Complete engineering, design and bid documents (November 30, 2013)

Task 4 Milestones: Selection of construction contractor (January 30, 2014)

Task 5 Milestones: Construction and final report (August 31, 2014).

Deliverables:

Final engineering and design report for the project	Due 10 days upon receipt
Photo documentation before, during, after construction	Due with appropriate monthly reports
Notice to Proceed (construction contract)	Due 10 days after issuance report
Signage	Due within 30 days of completion of project
Completion certification	Due within 30 days of completion of project

BUDGET

Salaries	
Fringe Benefits	
Travel	
Supplies	
Contractual	\$550,773
Other Direct Costs	
Indirect Costs	
TOTAL	\$550,773

CIAP SUPPLEMENTAL TERMS AND CONDITIONS

ARTICLE 1 - GRANT ADMINISTRATION

1.1 GENERAL REQUESTS

Subrecipient may submit requests provided for in the Contract, in writing, by regular mail, electronic mail or facsimile transmission, 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.**

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/ciap/grantee-requirements.html>

A copy of the current version of each recurring form required is included in **Attachment G**, for convenience. However, these forms are updated from time to time and 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 Financial Assistance Award Agreement to show that Subrecipient has complied with required state and federal laws applicable to the Financial Assistance Award Agreement. The forms and certifications described below are found in **Attachments D** and **E**.
- (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 in **Attachment D** and must be executed by Subrecipient.
 - (ii) Certification Regarding Lobbying Lower Tier Covered Transactions (Standard Form CD-512) is found at Page 1 of **Attachment E**, and must be executed by Subrecipient.
 - (iii) Disclosure of Lobbying Activities Form (Standard Form-LLL) is found at Page 2 of **Attachment E** and must be submitted by the Subrecipient if required by **Section 5.5** of the Supplemental Terms and Conditions, relating to Lobbying Disclosure.

1.3 REPORTS

Subrecipient shall submit Monthly Progress Reports and the Final Report to the Grant Administrator.

Monthly Progress Reports are due on or before the 10th day of each month during the term of the Contract, commencing December 10, 2012. No Monthly Report is required for the month in which a Final Report is to be submitted.

A Final Report must be received by the GLO within ten (10) days of completion of the Project or termination of the Contract, whichever is earlier. **Notwithstanding the preceding**, upon written request by Subrecipient and written approval by the GLO, this Deliverable due date may be extended. The request and approval may be exchanged by regular mail, electronic mail, or facsimile transmission.

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

Each request for reimbursement shall be on the approved CIAP Invoice Form, and provide such other information as the GLO may request. With each reimbursement request, Subrecipient shall include copies of all actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred, and which displays the full GLO Contract Number, as well as Catalog of Federal Domestic Assistance (“CFDA”) No. 15.668. **Any request for reimbursement that does not include this information will be rejected and returned to Subrecipient, which may result in a significant delay in payment of the invoice.**

Reimbursement requests may be submitted monthly to the Grant Administrator on or before the 10th day of each calendar month.

1.6 BUDGET VARIANCE

Upon written request and justification by Subrecipient to the Grant 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/ciap/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 RETAINAGE – APPLICABLE TO ALL PROJECTS

To ensure full performance, the GLO may 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 Financial Assistance Award 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.

1.9 AUDIT COMPLIANCE

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 Subrecipient's fiscal years of funding have met audit requirements in accordance with U.S. Office of Management and Budget Circular A-133. Subrecipient shall complete and return the Audit Reporting Form to the Grant Administrator no later than September 1st of each year until the Contract is terminated.

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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 Subgrant funds will be subject to all applicable terms of the Texas Geographic Information Standards of the Texas Geographic Information Council and Rule 201.6 – Geographic Information Standards, Texas Administrative Code Title 1, Part 10, Section 201.6. The Geographic Information Standards Rule is available on the World Wide Web at: www.dir.state.tx.us/tgic/pubs/pubs.htm or by writing to Department of Information Resources at P.O. Box 13564, Austin, Texas 78711, email tgichelp@dir.state.tx.us, telephone (512) 305-9076.

2.2 TRANSFER OF DATA

Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from the Contract must be documented as specified in the Federal Geographic Data Committee 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 the GLO has adopted Environmental Systems Research Institute, Inc. software products as in-house GIS software, the GLO does not endorse these, or any other, products. However, any electronic spatial data collected, manipulated, or purchased with Subgrant funds shall be transferred in a mutually-acceptable GIS format, along with any corresponding metadata referred in the Contract. Nonspatial data deliverables (text, database, spreadsheet, images) must be delivered in MS Office, dBase (.dbf), ASCII, or standard image (JPEG, TIFF, GIF, etc.) formats. Acceptable media for delivery include CD-ROM, DVD, USB flash drive, floppy disk, Zip disk, and external hard drives.

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.

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**Article 3 – ACKNOWLEDGEMENT OF SOURCE OF CIAP FUNDS;
SIGNAGE, PHOTO DOCUMENTATION, PUBLICATIONS, AND WEBSITES**

3.1 ACKNOWLEDGEMENT OF SOURCE OF CIAP FUNDS

Subrecipient shall acknowledge the source of funding for the Project as set forth in the Financial Assistance Award Agreement. When the use of the USFWS logo is required, it may be found at the following location:

<http://wsfrprograms.fws.gov/subpages/grantprograms/CIAP/CIAP.htm>

Subrecipient is required to inform the public that the Project is being funded, in whole or in part, by Grant funds under the Coastal Impact Assistance Program. Acknowledgement of the source of funds may take many forms (e.g., signage or written acknowledgement in a project publication or Web site).

Subrecipient agrees to fulfill applicable obligations of the Recipient set forth in the Financial Assistance Award Agreement.

3.2 CIAP ACKNOWLEDGEMENT

If Subrecipient or its employee(s) use funds under the Contract to publish reports and other materials completed in whole or in part as a result of the Contract, the author shall ensure that the paper or Web site bears the following statement as well as the USFWS logo on the front cover or title page of such document and other materials:

“THIS **PUBLICATION/WEB SITE IS FUNDED (“IN PART,” IF APPROPRIATE) WITH QUALIFIED OUTER CONTINENTAL SHELF OIL AND GAS REVENUES BY THE COASTAL IMPACT ASSISTANCE PROGRAM, U.S. FISH AND WILDLIFE SERVICE, U.S. DEPARTMENT OF THE INTERIOR.”**

The USFWS logo should be located on the lower right corner of the acknowledgement.

3.3 CIAP FUNDING STATEMENT

If Subgrantee or its employee(s) use funds under this Contract to publish a paper based, in whole or in part, on the work funded by the Contract, the author shall ensure that the paper bears the following statement as well as the USFWS logo on the front cover or title page of the paper:

“THIS PAPER IS FUNDED (“IN PART,” IF APPROPRIATE) BY A FINANCIAL ASSISTANCE AWARD FROM THE U.S DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE, COASTAL IMPACT ASSISTANCE PROGRAM. THE VIEWS EXPRESSED HEREIN ARE THOSE OF THE AUTHOR(S) AND DO NOT NECESSARILY REFLECT THE VIEWS OF THE U.S. FISH AND WILDLIFE SERVICE.”

If Subrecipient or its employee(s) use Grant funds under the Contract to produce signage as part of a presentation related to this Project, Subrecipient shall ensure that the signage bears the following statement, as well as the USFWS and GLO logos on all signs:

“THIS PROJECT IS FUNDED (“IN PART,” IF APPROPRIATE) BY A FINANCIAL ASSISTANCE AWARD FROM THE U.S. DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE, COASTAL IMPACT ASSISTANCE PROGRAM.”

3.4 CIAP PUBLICATION

All information submitted for publication or other public releases of information regarding this Project shall carry the following disclaimer:

“THE VIEWS AND CONCLUSIONS CONTAINED IN THIS DOCUMENT ARE THOSE OF THE AUTHORS AND SHOULD NOT BE INTERPRETED AS REPRESENTING THE OPINIONS OR POLICIES OF THE U.S. GOVERNMENT OR THE STATE OF TEXAS. MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS DOES NOT CONSTITUTE THEIR ENDORSEMENT BY THE U.S. GOVERNMENT OR THE STATE OF TEXAS”.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Grant funds, 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) the 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 USFWS LOGO ON THE FRONT OR TITLE PAGE.**

3.5 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 TO REAL ESTATE IMPROVEMENTS AND LAND ACQUISITIONS

4.1 USE AND DISPOSITION OF PROPERTY

Any property improved or acquired under the Contract shall be governed by the requirements of Title 43, Code of Federal Regulations, Part 12.

Any real property improved or acquired with funds from the Subgrant must be used and disposed of in accordance with the provisions of the Financial Assistance Award Agreement.

4.2 FEDERAL REQUIREMENTS FOR LAND ACQUISITION

For all land acquisitions, Subrecipients must comply with the Financial Assistance Award Agreement.

4.3 IMPROVEMENTS

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 WAS IMPROVED (IN WHOLE OR IN PART) WITH FUNDS PROVIDED BY THE U.S. DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, PURSUANT TO FINANCIAL ASSISTANCE AWARD NUMBER F12AF01159 (UNDER GLO CONTRACT NUMBER 13-147-000-7235) FROM THE COASTAL IMPACT ASSISTANCE GRANT PROGRAM, AND WILL BE MANAGED FOR THE PURPOSE OF THIS GRANT, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAW. PROPERTY MAY NOT BE DISPOSED OF IN ANY MANNER, OR USED FOR PURPOSES INCONSISTENT WITH THE PROGRAM FOR WHICH IT WAS ACQUIRED, WITHOUT THE PRIOR APPROVAL OF THE DIRECTOR, U.S. FISH AND WILDLIFE SERVICE – WASHINGTON, D.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.

UPON COMPLETION OF CONSTRUCTION, SUBRECIPIENT SHALL SUBMIT A FINAL “AS BUILT” DESIGN IF REQUIRED BY THE LOCAL BUILDING CODE OR LOCAL BUILDING OFFICIAL, AND SHALL INCLUDE PHOTOGRAPHS OF THE CONSTRUCTION IN THE FINAL REPORT.

Subrecipient may not remove any improvements constructed with funds provided under the Contract, unless the USFWS is compensated in accordance with the Administrative and Audit Regulations.

4.4 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. 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.
- (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.
- (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 4.4(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 WAS ACQUIRED (IN WHOLE OR IN PART) WITH FUNDS PROVIDED BY THE U.S. DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, PURSUANT TO FINANCIAL ASSISTANCE AWARD NUMBER F12AF01159 (UNDER GLO CONTRACT NUMBER 13-147-000-7235),

FROM THE COASTAL IMPACT ASSISTANCE GRANT PROGRAM, AND WILL BE MANAGED FOR THE PURPOSE OF THIS GRANT, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAW. PROPERTY MAY NOT BE DISPOSED OF IN ANY MANNER, OR USED FOR PURPOSES INCONSISTENT WITH THE PROGRAM FOR WHICH IT WAS ACQUIRED, WITHOUT THE PRIOR APPROVAL OF THE DIRECTOR, U.S. FISH AND WILDLIFE SERVICE – WASHINGTON, D.C.”

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.

4.5 APPRAISALS

All appraisals performed in connection with the acquisition of land and/or easement under this section shall be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions. These standards can be found at: <http://www.justice.gov/enrd/land-ack/>

4.6 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.

4.7 SURVIVAL

THE PROVISIONS OF THIS ARTICLE 4 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.

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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 and listed in **Section F** of the Financial Assistance Award Agreement, as applicable.

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 as **Attachment D**, 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 FEDERAL LOBBYING CERTIFICATION

Subrecipient shall certify, by executing Standard Form CD-512, included as Page 1 of **Attachment E**, that no federal funds have been or will be paid to any person for influencing or attempting to influence the award to Subrecipient contemplated under this Contract.

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), attached hereto and incorporated herein for all purposes as Page 2 of **Attachment E**.

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, not later than the dates listed on **Attachment G** of the Contract, complete and return the HUB expense report included in **Attachment G**.

5.7 BUY AMERICAN ACT REQUIREMENTS

Subrecipient shall take notice of the Buy American Act Requirements set forth in **Section F** of the Financial Assistance Award Agreement.

5.8 SEAT BELT POLICIES AND PROGRAMS

Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs as described in the Financial Assistance Award Agreement.

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United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington, D.C. 20240



In Reply Refer To:
WSFR/CIAP/F12AF01159

APPROVED AUG 14 2012

Mr. Larry L. Laine
Deputy Land Commissioner, Chief Clerk
Texas General Land Office
1700 N. Congress Ave., Suite 900
Austin, TX 78701

Dear Mr. Laine:

This letter constitutes U.S. Fish and Wildlife Service (USFWS) approval of your grant F12AF01159, Habitat Restoration and Conservation at Packery Channel, in the amount of \$550,773. This Coastal Impact Assistance Grant will be used by the State of Texas for Nueces County to restore four acres of native coastal, live oak motte habitat within the Packery Channel Nature Preserve Park site, a 20-acre nature preserve that is owned, operated, and managed by Nueces County. This grant is effective October 01, 2011 for the grant period October 01, 2011 through September 30, 2013.

The grant has been approved through Catalog of Federal Domestic Assistance (CFDA) number 15.668, the Coastal Impact Assistance Program (CIAP). This grant is administered through the Wildlife and Sport Fish Restoration Program, CIAP Branch.

Terms of Acceptance:

Acceptance of a Federal award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and to comply with the terms and conditions of the award per (<http://www.doi.gov/archive/pam/TermsandConditions.html>). Acceptance is defined as starting work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation, regulation, and provisions.
- Code of Federal Regulations (CFR) Requirements, including but not limited to:
 - 2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System
 - 2 CFR Part 170, Reporting Sub awards and Executive Compensation

- 2 CFR Part 1400, Government-wide Debarment and Suspension (Nonprocurement)
- 2 CFR Part 175, Trafficking Victims Protection Act of 2000
- 43 CFR 12(A), Administrative and Audit Requirements and Cost Principles for Assistance Programs
- 2 CFR Part 1401, Government-wide Requirements for a Drug-Free Workplace
- 43 CFR 18, New Restrictions on Lobbying
- 305 DM 3, Integrity of Scientific and Scholarly Activities
- Assurances-Non-Construction Programs (SF-424B) and/or Assurances-Construction Programs (SF-424D), as applicable
- State and local laws and regulations.

This grant is not subject to the requirements of 43 CFR 12.70(c)(1)(ii). Grant funds may be transferred between projects/activities/budget categories without prior approval from this agency.

Grantees must comply with the Federal Funding Accountability and Transparency Act (FFATA). Additional information can be found at: <http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/pdf/PLAW-109publ282.pdf>.

Payment Requests:

Payments are processed through the U.S. Department of the Treasury’s Automated Standard Application for Payments (ASAP). For information on ASAP, visit the Service’s website at: http://www.fws.gov/fbms/asap_index.html. If you have any questions about the reimbursement process and payments, please direct them to: asapenrollment@fws.gov.

Reporting Requirements:

Grantee must comply with the Interim Guidance for Financial Status and Performance reporting dated May 15, 2009, found at: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>. Financial and performance reports are required under this award, as follows:

Report	Report Period	Report Due Date
Interim financial and performance reports	10/01/2011 – 09/30/2012	12/29/2012
Final financial and performance reports	10/01/2011– 09/30/2013	12/29/2013

Financial Reports: Annual interim SF-425, Federal Financial Reports are required. A final SF-425, Federal Financial Report is required within 90 calendar days of the end date of the grant. This form is on the web at: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/sf425FFR.pdf>.

Performance Reports: An annual interim and a final performance report are required under this award. For guidance on financial and performance reporting requirements please refer to: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf> . Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the grant as detailed in the approved scope of work; 2) a description of any significant deviations, including why established goals, objectives, and deadlines were not met, if appropriate; and 3) any other pertinent information relevant to the grant.

Grant Conditions:

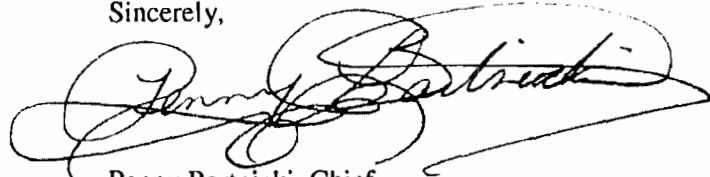
Cost accounting is required at the grant level.

If you have questions on this award, specified conditions or reporting requirements, please contact the CIAP Grants Management Specialist Identified below.

The CIAP Grants Management Specialist for this award is:	The Point of Contact for this award is:
<p>Stephen Jones Coastal Impact Assistance Program U.S. Fish and Wildlife Service Department of the Interior 4501 N. Fairfax Drive, WSFR 120 Arlington, VA 22203 Phone: 703-258-2097 Fax: 703-258-3549 Stephen.Jones@fws.gov</p> <p>For technical questions, please contact: Thomas R. Calnan State Liaison for Texas Phone: 512-463-5100 Thomas_r_calnan@fws.gov</p>	<p>Larry Laine Chief Clerk General Land Office 1700 N. Congress Avenue Austin, Texas 78701-1495 Phone: 512-936-1927 Larry.laine@glo.texas.gov</p> <p>Direct project questions to: Melissa Porter Phone: 512-475-1393 Melissa.porter@glo.texas.gov</p>

Please submit correspondence, amendment requests, financial and performance reports and general inquiries to **FW9_WSFR_CIAF@fws.gov**. We appreciate this opportunity to work with you as the implementation of this approved State CIAP Plan project continues.

Sincerely,

A handwritten signature in black ink, appearing to read "Penny Bartnicki", written in a cursive style. The signature is positioned above the typed name and title.

Penny Bartnicki, Chief
Coastal Impact Assistance Program Branch
Wildlife and Sportfish Restoration Program

Cc:
Tom Calnan, CIAP
Melissa Porter, GLO



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington, D.C. 20240



In Reply Refer To:
WSFR/CIAP/F12AF01159

APPROVED AUG 31 2012

Mr. Larry L. Laine
Deputy Land Commissioner, Chief Clerk
Texas General Land Office
1700 N. Congress Ave., Suite 900
Austin, TX 78701

Dear Mr. Laine:

This letter constitutes U.S. Fish and Wildlife Service (USFWS) approval of your grant request as Amendment No. 1 to grant F12AF01159, Habitat Restoration and Conservation at Packery Channel. This Coastal Impact Assistance Grant will be used by the State of Texas for Nueces County to restore four acres of native coastal, live oak motte habitat within the Packery Channel Nature Preserve Park site, a 20-acre nature preserve that is owned, operated, and managed by Nueces County. This grant amendment is effective October 01, 2011 for the grant period from October 01, 2011 to November 30, 2014.

The amendment has been approved through Catalog of Federal Domestic Assistance (CFDA) number 15.668, the Coastal Impact Assistance Program (CIAP). This grant is administered through the Wildlife and Sport Fish Restoration Program, CIAP Branch. Details of the amended award are as follows:

Funding for Grant F12AF01159 is now as follows:

Grant Funding to Date	Amendment 1	Total
\$550,773	\$0	\$550,773

Terms of Acceptance:

Acceptance of a Federal award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and to comply with the terms and conditions of the award per (<http://www.doi.gov/pam/TermsandConditions.html>). Acceptance is defined as starting work, drawing down funds, or accepting the award via electronic means. Awards are based on the

application submitted to and approved by the USFWS. Awards are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation, regulation, and provisions.
- Code of Federal Regulations (CFR) Requirements, including but not limited to:
 - 2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System
 - 2 CFR Part 170, Reporting Sub awards and Executive Compensation
 - 2 CFR Part 1400, Government-wide Debarment and Suspension (Nonprocurement)
 - 2 CFR Part 175, Trafficking Victims Protection Act of 2000
 - 43 CFR 12(A), Administrative and Audit Requirements and Cost Principles for Assistance Programs
 - 2 CFR Part 1401, Government-wide Requirements for a Drug-Free Workplace
 - 43 CFR 18, New Restrictions on Lobbying
 - 305 DM 3, Integrity of Scientific and Scholarly Activities
- Assurances-Non-Construction Programs (SF-424B) and/or Assurances-Construction Programs (SF-424D), as applicable
- State and local laws and regulations.

This grant is not subject to the requirements of 43 CFR 12.70(c)(1)(ii). Grant funds may be transferred between projects/activities/budget categories without prior approval from this agency.

Grantees must comply with the Federal Funding Accountability and Transparency Act (FFATA). Additional information can be found at <http://www.doi.gov/pam/financialassistance/award/index.html>.

Payment Requests:

Payments are processed through the U.S Department of the Treasury’s Automated Standard Application for Payments (ASAP). For information on ASAP, visit the Service’s website at: http://www.fws.gov/fbms/asap_index.html. If you have any questions about the reimbursement process and payments, please direct them to: asapenrollment@fws.gov.

Reporting Requirements:

Grantee must comply with the Interim Guidance for Financial Status and Performance reporting dated May 15, 2009, found at: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>. Financial and performance reports are required under this award, as follows:

Report	Report Period	Report Due Date
Interim financial and performance reports	October 01, 2011 – September 30, 2012	December 29, 2012
Interim financial and performance reports	October 01, 2012 – September 30, 2013	December 29, 2013
Final financial and performance reports	October 01, 2011 – November 30, 2014	February 28, 2015

Financial Reports: Annual interim SF-425, Federal Financial Reports are required. A final SF-425, Federal Financial Report is required within 90 calendar days of the end date of the grant. This form is on the web at: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/sf425FFR.pdf>.

Performance Reports: An annual interim and a final performance report are required under this award. For guidance on financial and performance reporting requirements please refer to: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the grant as detailed in the approved scope of work; 2) a description of any significant deviations, including why established goals, objectives, and deadlines were not met, if appropriate; and 3) any other pertinent information relevant to the grant.

Amendments:

A signed, revised SF-424 will be required to add or delete a project, modify the scope of work, increase or decrease the Federal funds, and/or extend the award period. A letter or email to CIAP Branch Chief may be used for a change in key personnel.

Grant Conditions:

Cost accounting is required at the grant level.

If you have questions on this award, specified conditions or reporting requirements, please contact the CIAP Grants Management Specialist Identified below.

The CIAP Grants Management Specialist for this award is:	The Point of Contact for this award is:
<p>Stephen Jones Grant Management Specialist Coastal Impact Assistance Program U.S. Fish and Wildlife Service Department of the Interior 4501 N. Fairfax Drive, WSFR 120 Arlington, VA 22203 Phone: 703-358-2097 Fax: 703-258-3549 Stephen_Jones@fws.gov</p> <p>Direct Technical Questions for This Project to: Thomas Calnan CIAP State Liaison Phone: 512-463-5100 Email: Thomas_R_Calnan@fws.gov</p>	<p>Mr. Larry L. Laine Deputy Land Commissioner, Chief Clerk Texas General Land Office 1700 N. Congress Ave., Suite 900 Austin, TX 78701 Phone: 512-936-1927 Larry.laine@glo.texas.gov</p> <p>Direct project questions to: Melissa Porter Phone: 512-475-1393 Melissa.porter@glo.texas.gov</p>

Please submit correspondence, amendment requests, financial and performance reports and general inquiries to **FW9_WSFR_CIAF@fws.gov**. We appreciate this opportunity to work with you as the implementation of this approved State CIAF Plan project continues.

Sincerely,

A handwritten signature in black ink, appearing to read "Penny Barthicki", written over a large, stylized oval flourish.

Penny Barthicki, Chief
Coastal Impact Assistance Program Branch
Wildlife and Sport Fish Restoration Program

Cc:
Melissa Porter, GLO
Thomas Calnan, CIAF

ASSURANCES - CONSTRUCTION PROGRAMS Page 1 of 2

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.

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.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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

FORM CO-517
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

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

LOBBYING

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

NAME OF APPLICANT

Nueces County, Texas

AWARD NUMBER AND/OR PROJECT NAME

USFWS Award #F12AF01159

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Samuel L. Neal, Jr., County Judge

SIGNATURE

DATE

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

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: 4c	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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
		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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MONTHLY PROGRESS REPORT

Date _____ **Reporting Period** _____

Project Title _____

GLO Contract # _____

Sub-grantee _____

Project Manger _____ **Telephone #** _____

Email Address _____

Task 1: (Name of task as identified in sub-grantee agreement)

1. Description of the status of the task (started, finished, percentage completed)
2. Description of task accomplishments during this reporting period
3. Identification of any problems or obstacles encountered (e.g., delays), remedial action taken, and a revised schedule, if appropriate. If the task is ahead of schedule, explain why.
4. Description of task activities that should occur during the next month

(Repeat for each task)

Deliverable(s) submitted with this progress report: _____

INVOICE FOR CIAP EXPENDITURES

Invoice #: _____ Federal ID #: _____
 GLO Contract #: _____
 Project Title: _____
 Subgrantee: _____
 Address: _____
 City, State Zip: _____
 Contact Name: _____
 Phone: _____

Budget Category	CIAP Budget	Expenditures This Invoice	Previously Invoiced	Amount Remaining
Salaries/wages	\$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
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$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
Total	\$0.00	\$0.00	\$0.00	\$0.00

Attach receipts/cancelled checks for all expenditures.

Submitted by: _____ Date: _____
 Email Address: _____

For GLO Use Only:
 Req# _____ Invoice Amount \$ _____ Req# _____ Invoice Amount \$ _____
 Service Date _____
 Invoice approved by Contracts Specialist _____ Date _____
 Invoice reviewed by Project Manager _____ Date _____
Invoice approved for reimbursement:
 Grant Manager _____ Date _____

BUDGET AMENDMENT REQUEST

GLO Contract #: _____
 Project Title: _____
 Subgrantee: _____
 Address: _____
 City, State Zip: _____
 Contact Name: _____
 Phone: _____
 Email Address: _____

Budget Category	Current CIAP Budget	Requested Changes	Revised Budget
Salaries/wages	\$0.00	\$0.00	\$0.00
Fringe	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

 Submitted by _____
Date

Note: A written justification must be submitted with this request.
 If approved, the revised budget will replace all previous budgets and will become part of your permanent GLO legal file.

For GLO Use Only:

Request approved by Contracts Specialist _____ Date _____

Request reviewed by Project Manager _____ Date _____

Budget amendment approved:

Grant Manager _____ Date _____

**HISTORICALLY UNDERUTILIZED BUSINESSES
EXPENSE REPORT**

Date submitted: _____
Reporting Period (ie. mm/yr – mm/yr): _____

Project: _____
Subgrantee: _____
GLO Contract #: _____

Reporting Period: September 1 through February 28 Due March 7
or
March 1 through August 31 Due September 7

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 subcontractors 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 above reporting periods. Submit this form electronically to the GLO by March 7 and September 7 of each year.

PROJECT AMOUNT PAID:	VENDOR NAME:	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 the following vendor is a HUB:
Vendor’s name _____
Amount paid: \$ _____

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

Please email this page to the Grant Administrator at the following e-mail address:
CIAPrecepts@glo.state.tx.us. If you have questions, please contact Ms. Debby French (512) 463-5309.

Audit Reporting Form

Subgrantees 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>). Subgrantees 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 and send by facsimile to **512-475-0680** attn: Coastal Impact Assistance Program or mail to:

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

Section 1: Entity Information

Name of Entity (Subgrantee) _____ 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 (**Fiscal Year 20__**), account for all federal funds (awards/grants) expended (spent/reimbursed) regardless of the source. (Provide your most recently completed fiscal year above)

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 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 scheduled audit: _____ Period covered by next scheduled audit: _____ through _____
Month/Year 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 complying with federal guidelines for pass through entities issuing federal funds. The AR Form also assists entities receiving federal funds, in meeting their audit reporting requirement. Federal guidelines for pass through agencies issuing federal awards and the subgrantee 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>, has information regarding requirements of the Single Audit Act.

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 related to GLO issued funds, submit a copy of the audit reporting package. 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 disagree with 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.

For additional assistance contact Melissa Porter, CIAP Team Leader, at 512-475-1319 or by email at Melissa.porter@glo.texas.gov.