

IMPORTANT NOTE Regarding CMP Cycle 27 contract effective dates

This contract provides funding for a Coastal Management Program project. **DO NOT BEGIN WORK OR INCUR PROJECT COSTS BEFORE THE EFFECTIVE DATE OF THIS CONTRACT. THE GLO WILL NOT REIMBURSE YOU FOR ANY WORK PERFORMED OR COSTS INCURRED BEFORE THE EFFECTIVE DATE OF THIS CONTRACT.**

Your contract effective date will be:

- October 1, 2022 if **both parties** have signed the contract on or before October 1, 2022; or
- The first of the month following final signature if **both parties** have *not* signed the contract on or before October 1, 2022.

Requesting changes to contract language **significantly delays the signature process**. If you believe any change is necessary to correct an error or reflect applicable laws or regulations, forward a PDF version of the contract showing each such change and describing the factual and legal basis – including any relevant legal authority or citation – directly to Ben Bellomy, GLO’s Director of General Law, via email to ben.bellomy@glo.texas.gov with the applicable GLO contract number in the subject line.



**SUBRECIPIENT GRANT AGREEMENT
GLO CONTRACT No. 23-020-002-D596
COASTAL MANAGEMENT PROGRAM – CYCLE 27**

This subrecipient grant agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (the “GLO”), an agency of the State of Texas, and **Galveston Bay Foundation** (“Subrecipient”), each a “Party” and collectively the “Parties,” to provide Texas Coastal Management Program (“CMP”) Cycle 27 grant funds made available to the State of Texas by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (“NOAA”), pursuant to the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq., Financial Assistance Award No. NA22NOS4190148. Subrecipient may only use CMP grant funds to implement a coastal zone management project, as administered by the GLO (CFDA No. 11.419, “Coastal Zone Management Administration Awards”) and as approved by the Texas Land Commissioner.

ARTICLE 1. GENERAL PROVISIONS

1.01 PURPOSE AND AUTHORITY

The purpose of this Contract is to set forth the terms and conditions of a subaward of CMP grant funds from the GLO to Subrecipient under CMP Cycle 27. This Contract is entered into pursuant to Texas Natural Resources Code Section 33.204(g), which authorizes the Texas Land Commissioner to award grants to projects that further the goals and policies of the CMP.

1.02 CONTRACT DOCUMENTS

This document and the following Attachments, which are incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: WORK PLAN AND BUDGET

ATTACHMENT B: GENERAL AFFIRMATIONS

ATTACHMENT C: FEDERAL ASSURANCES AND CERTIFICATIONS

1.03 DEFINITIONS

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including: Title 2, Code of Federal Regulations (C.F.R.), Part 200; Texas Government Code, Chapter 321; the Texas Grant Management Standards published by the Texas Comptroller of Public Accounts; and the requirements of **Article 7** herein.

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

“[Attachment](#)” means documents, terms, conditions, or additional information attached to this Contract following the execution page or incorporated by reference within the body of this Contract.

“[Budget](#)” means the budget for the Project funded by the Contract, in **Attachment A**.

“[CMP Rules](#)” means Title 31, Texas Administrative Code, Chapters 501-506.

“[Compliant Format](#)” means the format and standards specified in **Section 4.01** and **Article 9** herein.

“[Comptroller](#)” means the Texas Comptroller of Public Accounts.

“[Contract](#)” means this entire document, along with any Attachments.

“[Deliverable](#)” means any unit or increment of work, including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission required to be delivered under the terms of this Contract.

“[Equipment](#)” means tangible personal property having a useful life of more than one year and an acquisition cost of **\$5,000.00** or more per unit.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 8.01** herein.

“[Federal Assurances and Certifications](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, and the Certification Regarding Lobbying – Lower Tier Covered Transactions, in **Attachment C**.

“[Federal Award](#)” means Financial Assistance Award No. NA22NOS4190148.

“[Final Report](#)” means a written report that Subrecipient must submit to the GLO upon completion of the Work Plan, as set forth therein.

“[Fiscal Year](#)” means the annual accounting period for the State of Texas, beginning September 1 and ending August 31 each year.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the statements in **Attachment B**, which, to the extent they apply, Subrecipient agrees to and affirms by executing this Contract.

“[Grant Administrator](#)” means the Director of Grant Programs in the GLO’s Coastal Resources Division or their designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Texas Government Code, Chapter 2161.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

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

“[Progress Reports](#)” means written progress reports that Subrecipient must submit to the GLO monthly or quarterly, as described in **Section 4.03** herein.

“[Project](#)” means the activities involved in “Oyster Shell Recycling and Citizen Science,” and detailed in the Work Plan in **Attachment A**.

“[Project Manager](#)” means the individual assigned by the GLO to manage the Project.

“[Subcontractor](#)” means an individual or business that contracts with Subrecipient to perform part or all of Subrecipient’s obligations under this Contract by providing goods or services within normal business operations that are ancillary to the Project.

“[Sub-grantee](#)” means an individual or entity that: enters into a subaward agreement with Subrecipient to perform part of Subrecipient’s substantive programmatic obligations under this Contract using funds awarded under this Contract; and makes programmatic decisions, is responsible for adherence to grant program requirements, or otherwise carries out a program for the purposes specified in the authorizing statutes cited herein.

“[Texas Public Information Act](#)” means Texas Government Code, Chapter 552.

“[Travel Regulations](#)” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement of Subrecipient’s travel expenses under this Contract, including Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

“[TxGMS](#)” means the Texas Grant Management Standards issued by the Comptroller.

“[U.S.C.](#)” means United States Code.

“[Work Plan](#)” means the statement of work for the Project, including any special conditions, in **Attachment A**.

1.04 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “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” means “including without limitation.”
- (d) Unless otherwise expressed provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their

sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver.

- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) If the provisions of this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: Signed Contract; **Attachment C; Attachment B; Attachment A.**
- (l) As needed, GLO shall, in its sole discretion, determine whether a given entity receiving funds through a subaward or subcontract under this Contract is classified as a Subcontractor or Sub-grantee. GLO shall make its determination in accordance with this Contract and applicable laws, regulations, and standards.

ARTICLE 2. SUBAWARD AND SCOPE OF PROJECT'

2.01 SUBAWARD

- (a) Subrecipient applied for a subaward of CMP grant funds under CMP Cycle 27. The Texas Land Commissioner has approved this subaward based on Subrecipient's application.
- (b) Subject to the terms and conditions of this Contract, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$100,000.00**, payable in installments as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict conformance with the Budget in **Attachment A.**
- (c) Subrecipient must contribute any Subrecipient or third-party matching funds or in-kind services in accordance with the Budget in **Attachment A.**
- (d) The GLO may recapture and Subrecipient must reimburse any payments the GLO makes under this Contract that Subrecipient does not use in strict accordance with the terms and conditions of this Contract and the Federal Award. This recapture provision shall survive the termination or expiration of this Contract.
- (e) **The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after termination or expiration of this Contract.**

2.02 SUBAWARD OFFER SUBJECT TO CANCELLATION

If Subrecipient does not return the original signed Contract to the GLO within sixty (60) days of transmittal of the Contract to Subrecipient, the GLO may cancel subaward funding for the Project and rescind the Contract.

2.03 PROJECT SCOPE AND WORK PLAN

- (a) Subrecipient shall perform the Project in strict accordance with the terms and conditions of this Contract and all provisions of the Work Plan, including any special conditions, set forth in **Attachment A.**

- (b) Subrecipient may request a change to the Work Plan, scope, or outcome of the Project by submitting a written request and detailed justification to the Project Manager. Some changes may require NOAA's prior approval, which may cause significant delays. If there are any costs included in the requested change that were not previously included in the Contract, Subrecipient is solely responsible for such costs it incurs while awaiting GLO or NOAA approval.
- (c) Material changes to the Work Plan may be made only by an Amendment. Notwithstanding the preceding, the Grant Administrator may, without an Amendment:
 - (1) Approve changes to Deliverable due dates within the effective term of this Contract, in accordance with Section 4.04; and
 - (2) Approve reallocations among direct cost Budget categories that do not increase or decrease the total Budget amount, in accordance with Section 4.08.

ARTICLE 3. TERM AND TERMINATION

3.01 DURATION AND EXTENSION OF TERM

- (a) This Contract's effective date (the "Effective Date") is: (1) October 1, 2022 if the Parties fully execute the Contract on or before October 1, 2022; or, (2) the first of the month after the date of final execution if the Parties **do not** fully execute the Contract on or before October 1, 2022.¹
- (b) This Contract is effective for an initial term (the "Initial Term") beginning on the Effective Date and expiring on the earlier of the date Subrecipient completes the Project, in the GLO's sole determination, or March 31, 2024. Upon the GLO's receipt of Subrecipient's written request and acceptable justification, the Parties may extend this Contract for up to 12 months, for the successful completion of the Project. The term of this Contract must not extend beyond the Federal Award period. If Subrecipient fails to submit its extension request to the GLO at least ninety (90) days before the Contract's then-current expiration date, the GLO may choose not to extend the Contract.
- (c) Subrecipient shall make every effort to complete the Project within the Initial Term. Subrecipient's failure to complete the Project within the Initial Term may result in a negative score under the Past Project Performance criterion on the CMP score sheet in future grant application submissions.
- (d) **Subrecipient may not perform work or incur costs before the Effective Date or after the Contract's termination or expiration. The GLO will not reimburse Subrecipient for costs incurred or work performed before the Effective Date or after the Contract's termination or expiration.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving Subrecipient written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate all subcontracts and subaward

¹ For example: A contract that is fully executed on October 15, 2022 will have an effective date of November 1, 2022.

agreements, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 ABANDONMENT OR DEFAULT

If Subrecipient abandons work or defaults on the Contract, including by committing an Event of Default, as defined in **Article 8** herein, the GLO may terminate the Contract without notice.

ARTICLE 4. GRANT ADMINISTRATION

4.01 COMPLIANT FORMAT

- (a) Subrecipient shall submit written reports and requests in MS-Word format, reimbursement requests and supporting documentation in portable document format (".pdf"), and photographs in Joint Photographic Experts Group (".jpg") format and form, unless otherwise agreed by the Project Manager. For all electronically stored information and data, Subrecipient must comply with the GLO's standards set forth in **Article 9** herein.
- (b) Subrecipient may submit requests provided for in the Contract in writing via email, in Compliant Format. Requests must cite the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. A request is granted only upon Subrecipient's receipt of the Project Manager's written approval.

4.02 SUBMISSIONS AND FORMS

- (a) Except for legal notices that must be sent pursuant to **Section 12.13** herein, Subrecipient shall submit all written reports, forms, requests, and Deliverables under this Contract to the Project Manager electronically in Compliant Format via email to cmreceipts@glo.texas.gov.
- (b) GLO-approved standard forms that Subrecipient must use for submissions to the Project Manager are available at <http://www.glo.texas.gov/coast/coastal-management/forms/index.html>. As these forms are updated from time to time, Subrecipient should periodically check the website for updated forms. Subrecipient is responsible for using the proper, updated forms.
- (c) If there is not a standard form for a particular request allowed under this Contract, Subrecipient may submit the request in writing via email to the Project Manager for GLO review and approval. The request must include the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. The Project Manager will notify Subrecipient in writing if the request is approved.
- (d) Subrecipient must execute certain additional forms required by the Contract or the Federal Award to show that Subrecipient is in compliance with all applicable state and federal laws and regulations. Required forms include the Federal Assurances and Certifications in **Attachment C**. Subrecipient may check for vendor debarment exclusion records at: <https://www.sam.gov/SAM/>.

4.03 PROGRESS REPORTS AND PROJECT CLOSEOUT FORM

- (a) Subrecipient shall submit periodic Progress Reports on a monthly or quarterly basis, as required in **Attachment A** and commencing on the date specified therein. Monthly reporting must be submitted on or before the 10th day of each calendar month during the term of this Contract. Quarterly reporting must be submitted on or before the 10th day of each calendar quarter during the term of this Contract. Subrecipient must submit Progress Reports using the **Progress Report Form**.
- (b) Progress Reports must include:
 - (1) a brief statement of the overall progress since the preceding Progress Report of each task identified on the Work Plan;
 - (2) a brief description of any problems encountered during the previous reporting period that will affect the Work Plan, delay the completion of any portion of this Contract, or inhibit the completion of or cause any changes to Work Plan objectives;
 - (3) a description of any action Subrecipient plans to undertake to correct any problems that have been encountered; and
 - (4) a status report on the Budget, as defined in this Contract.
- (c) Subrecipient must submit a **Project Closeout Form** upon completion of the Project.

4.04 DELIVERABLES

- (a) Subrecipient shall electronically submit the Deliverables set forth in the Work Plan in **Attachment A**, in the time and manner specified therein, to the Project Manager. The GLO may require Subrecipient to conform any data presentation or product funded under this Contract to reflect GLO comments.
- (b) Subrecipient may request changes to Deliverable due dates by submitting a written request and detailed justification to the Project Manager for GLO review and approval or denial. Deliverable due date change requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. The Project Manager shall include copies of all Deliverable due date change requests, approvals, and denials in the GLO's project file. Such changes may require the approval of NOAA, which may cause significant delays. The Grant Administrator will inform Subrecipient in writing if the request is approved.

4.05 REIMBURSEMENT REQUESTS

- (a) Except for its final reimbursement request, Subrecipient shall submit reimbursement requests either monthly, on or before the 10th day of each month, or quarterly, on or before the 10th day of each quarter, as required in **Attachment A**.
- (b) Reimbursement requests must:
 - (1) prominently display "GLO Contract No. 23-020-002-D596";

- (2) be submitted on the GLO-approved standard form to cmreceipts@glo.texas.gov;
 - (3) be supported by an invoice detailing each expense by Budget category in accordance with the Budget in **Attachment A**;
 - (4) include a timesheet or a payroll clearing account spreadsheet; and
 - (5) provide such other information as the GLO may request.
- (c) Subrecipient's failure to submit reimbursement requests as instructed in this section may significantly delay reimbursement. Reimbursement requests must be supported by actual receipts, cancelled checks, or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. If no Contract expenses have been incurred in a given period, Subrecipient shall submit a zero-dollar (\$0.00) reimbursement request.
 - (d) Subrecipient's indirect costs may not exceed the amount for such costs set forth in **Attachment A**. Subrecipient may not charge "other operating costs" (including administrative costs, computer usage fees, etc.) in addition to indirect costs if such costs are already included in the calculation to determine Subrecipient's indirect cost rate.
 - (e) Except for its final reimbursement request, Subrecipient must submit reimbursement requests no later than ninety (90) days from the date Subrecipient incurs the expenses listed therein. Subrecipient must submit its final reimbursement request within sixty (60) days from the date Subrecipient incurs its last reimbursable Project expense. The GLO may deny reimbursement requests Subrecipient fails to submit in a timely manner.
 - (f) The GLO may deny reimbursement requests if Subrecipient fails to submit Deliverables or Progress Reports by their due dates. If the GLO denies reimbursement, Subrecipient shall resubmit the reimbursement request after the date the overdue Deliverable or Progress Report is submitted.

4.06 TRAVEL EXPENSES

- (a) The GLO will not reimburse Subrecipient for travel expenses of any kind that are not included in **Attachment A**. The GLO will only reimburse travel expenses directly attributable to Subrecipient's performance under this Contract at the rates established or adopted by the Comptroller, as outlined in the Travel Regulations.
- (b) **Subrecipient understands and acknowledges that any travel expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Subrecipient must submit itemized receipts to support any request for travel expense reimbursement.**

4.07 MATCH DOCUMENTATION

- (a) Subrecipient shall submit local and/or third-party match documentation to the GLO with each submitted reimbursement request. Subrecipient must submit match documentation in Compliant Format via email to the Project Manager.
- (b) Match documentation must:

- (1) be submitted on the GLO-approved standard form to cmreceipts@glo.texas.gov;
 - (2) include details of each expense by Budget category, in accordance with the Budget in **Attachment A**; and
 - (3) provide such other information as the GLO may request.
- (c) Subrecipient shall clearly identify match funding documentation. Match documentation must be supported by actual receipts, cancelled checks, or other documentation that, in the GLO's judgment, allows for full substantiation of the costs incurred. If no Contract expenses have been incurred in a given period, Subrecipient shall submit a zero-dollar (\$0.00) reimbursement request. The GLO may deny reimbursement requests if Subrecipient has not submitted proper match documentation.

4.08 BUDGET VARIANCE

- (a) To the extent permitted under 2 C.F.R. § 200.308, Subrecipient may re-budget within the approved direct cost Budget to meet unanticipated requirements; however, some post-award budget changes may require the GLO's prior written approval pursuant to applicable regulations.
- (b) Where prior written approval is not required, Subrecipient must give notice to the GLO within thirty (30) days of any changes to the Budget. Where prior written approval is required, Subrecipient may request permission to change the Budget by submitting a **Budget Amendment Form** and written justification to the Project Manager.
- (c) Such reallocations may not increase or decrease the amount of the CMP grant funds or the total Budget amount and will be effective only upon GLO approval. The Project Manager will notify Subrecipient in writing if the request is approved or denied. Reallocation requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. The Project Manager shall include copies of all reallocation requests, approvals, and denials in the GLO's project file.
- (d) To request any budget changes increasing or decreasing the total Budget amount, Subrecipient shall submit a Budget Amendment Form and a written justification to the Project Manager. If approved, the budget change shall be incorporated through a formal, written Amendment to the Contract as mutually agreed to by the Parties.
- (e) **Subrecipient shall submit to the Project Manager a final, actual Budget no later than sixty (60) days following the expiration or termination of the Contract.**

4.09 WITHHOLDING

To ensure full performance of the Project, the GLO may withhold an amount equal to five percent (5%) of the Budget until Subrecipient's delivery, and GLO's approval, of all Deliverables required herein. The GLO shall make a final disbursement only upon receipt of documentation sufficient to demonstrate Subrecipient has completed the Project in accordance with the Work Plan and fulfilled all requirements of the Contract.

4.10 EQUIPMENT

Subrecipient shall not purchase any Equipment or computer software not included as a reimbursable item shown on the Budget in **Attachment A**. Following Project completion and only upon the GLO's written request, Subrecipient shall transfer to the GLO possession of all Equipment listed in the written request. Title to the listed Equipment shall transfer to the GLO upon the GLO's receipt of the Equipment. Subrecipient shall retain title to and possession of any Equipment or computer software unless and until transferred to the GLO. Subrecipient shall furnish, with its final reimbursement request, a list of all Equipment purchased with funds under the Contract, including the name of the manufacturer, model number, and serial number. The disposition of any Equipment shall follow the Administrative and Audit Regulations.

4.11 AUDIT COMPLIANCE

- (a) Subrecipient must obtain annual audits and comply with all audit requirements set forth in 2 C.F.R. Part 200, Subpart F, if Subrecipient expends \$750,000.00 or more in federal awards during each of Subrecipient's fiscal years of funding. If applicable, Subrecipient shall complete and return the **Audit Reporting Form** no later than September 1 of each year until the Contract is terminated. Subrecipient must comply with all audit requirements set forth TxGMS.
- (b) All records related to this Contract, and any Deliverables produced by Subrecipient or its Subcontractors in relation to this Contract, shall be subject to the Administrative and Audit Regulations, including 2 C.F.R. Part 200.

4.12 ADDITIONAL GRANT COMPLIANCE REQUIREMENTS

Subrecipient shall comply with all applicable state and federal laws, rules, regulations, and terms and conditions relating to grant administration. Subrecipient understands and agrees to the terms included in the Attachments and all other terms in this Contract that require assurances, affirmations, acknowledgments, actions, activities, and special conditions to fulfill state and federal legal requirements. The information included in this Contract is current as of its effective date. However, Subrecipient shall ensure it complies with applicable legal requirements identified in the Attachments and all other applicable laws, rules, and regulations at all times.

ARTICLE 5. FEDERAL AND STATE FUNDING, RECAPTURE, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is made available to the State of Texas through a federal financial assistance award pursuant to the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq. The fulfillment of this Contract is based on these federal 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 CMP, the terms and conditions of the Federal Award, and all other applicable laws, rules, and regulations. All funds are subject to recapture and repayment for non-compliance.
- (b) Subrecipient must have an active Unique Entity Identifier ("UEID") and a Commercial and Government Entity ("CAGE") code. Subrecipient must provide a screen print showing its UEID and CAGE code and registration expiration date to

the GLO for use in various grant reporting documents. A UEID and CAGE code may be obtained via the System for Award Management website at: <https://www.sam.gov>.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. 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) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient or 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 Contract shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and Subrecipient must reimburse, any payments made by the GLO that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, and regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to any audit(s) of funds Subrecipient receives under this Contract. Subrecipient shall reimburse such disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 COMPLIANCE WITH TxGMS

Subrecipient must comply with, and ensure each Sub-grantee complies with, the provisions of TxGMS that apply to local government grantees, notwithstanding the definition of “local government” in Section 783.003(3) of the Texas Government Code, except that a nonprofit organization institution of higher education may comply with the alternate provisions specific to that type of entity where specified in TxGMS.

ARTICLE 6. INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Subrecipient hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Subrecipient pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Subrecipient under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof,

as may be appropriate to the subject matter. Subrecipient agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Subrecipient pursuant to this Contract is a “work made for hire” under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to copyright protection or any portion of such expressive content is not a work made for hire, Subrecipient hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.

- (b) Subrecipient must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Subrecipient for the services authorized under this Contract.

6.02 INTELLECTUAL PROPERTY RIGHTS OF THE U.S. GOVERNMENT

- (a) Subrecipient grants to the U.S. Government a royalty-free, non-exclusive, fully paid-up and irrevocable license to use, reproduce, publish, and modify any intellectual property to which rights are granted or assigned to the GLO under this Contract.
- (b) **In no event shall the GLO, the State of Texas, or the U.S. Government be charged or required to pay for the use of any data, intellectual property, or any other information or materials acquired or developed under this Contract.**

6.03 NON-ENDORSEMENT

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 GLO, State of Texas, U.S. Government, or government employee endorsement of a product, service, or position that Subrecipient represents. No release of information relating to this Project or CMP grant may state or imply that the GLO, 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.

6.04 PUBLICATION DISCLAIMERS REQUIRED

The specific acknowledgements and funding statements that must be included in certain publications funded in connection with this Contract are set forth in **Article 10** herein.

ARTICLE 7. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the U.S. Government, and/or their authorized representatives to determine Subrecipient's compliance with the terms and conditions of this Contract and all applicable laws, rules, and regulations.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract or subaward agreement under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract or subaward agreement under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Comptroller General, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. Subrecipient shall cooperate fully with federal and state entities in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors or Sub-grantees through Subrecipient and the requirement to fully cooperate with federal and state entities is included in any subcontract or subaward agreement it awards.
- (c) State agencies authorized to audit and inspect Subrecipient, its records, its Subcontractors, its Subcontractors' records, its Sub-grantees, and its Sub-grantees' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Subrecipient, its records, its Subcontractors, its Subcontractors' records, its Sub-grantees, and its Sub-grantees' records include: U.S. Department of Commerce, any other relevant federal agency(ies), the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.03 PERIOD OF RETENTION

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative

review, or other action involving the Contract or related documents are resolved. The GLO reserves the right to direct Subrecipient to retain documents for a longer period of time or transfer certain records to the GLO's custody when the GLO determines the records possess longer-term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts.

7.04 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

7.05 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

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 fails to comply with any term, covenant, or provision contained in this Contract or fails to comply with applicable federal, state, or local law or regulation; (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) Subrecipient makes a materially incorrect or false representation or warranty in this Contract, the Work Plan, any reimbursement request, any report submitted to the GLO, or any other document related to the Project or Contract.

8.02 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may exercise any legal or equitable right or remedy available to it. 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 right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults.

ARTICLE 9. DATA COLLECTION AND DELIVERY**9.01 GEOGRAPHIC INFORMATION SYSTEMS**

Data, databases, and products associated with electronic Geographic Information Systems (GIS) that have been collected, manipulated, or purchased with CMP grant funds and/or local match funds will be subject to all applicable terms of Texas Administrative Code, Title 1, Rule §205.10, State Agency Geographic Information Standards, available at: [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=205&rl=10](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=205&rl=10).

9.02 TRANSFER OF DATA

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

9.03 FORMAT

Any electronic spatial data collected, manipulated, or purchased with CMP grant funds and/or local match funds shall be transferred in a mutually acceptable GIS format approved by the Parties in writing, along with appropriate documentation. Non-spatial data deliverables (textual, spreadsheet, database, etc.) must be delivered in standard text, image, or database formats, and on mutually acceptable delivery media.

ARTICLE 10. PUBLICATIONS AND FUNDING ACKNOWLEDGEMENTS**10.01 PUBLICATIONS**

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

“This (publication/report/website) was funded (“in part” if appropriate) by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. NA22NOS4190148. The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA, the U.S. Department of Commerce, or any of their subagencies.”

- (b) If Subrecipient or its employee(s) use NOAA financial assistance to publish a paper based in whole or in part on the work funded by this Contract, Subrecipient shall ensure that the paper bears the following statement, as well as the NOAA and CMP logos, on the cover or title page:
- “This paper was funded (“in part” if appropriate) by financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. NA22NOS4190148. The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA, the U.S. Department of Commerce, or any of their subagencies.”
- (c) If Subrecipient or its employee(s) use NOAA financial assistance to produce signage, Subrecipient shall ensure that all signage bears the following statement, as well as the NOAA and CMP logos:
- “This project was funded (“in part” if appropriate) by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. NA22NOS4190148.”
- (d) When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with NOAA financial assistance, Subrecipient shall ensure such document includes the NOAA and CMP logos on the front cover or title page and includes the following statement:
- “This (project/program) was funded (“in part” if appropriate) by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. NA22NOS4190148.”

10.02 SIGNAGE

- (a) If Subrecipient uses CMP grant funds to construct facilities or other permanent improvements, Subrecipient shall provide and erect temporary signs during the construction phase of such improvements that include the NOAA and CMP logos and contain the following language:
- “Construction of this facility was made possible by a grant provided under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration, Office for Coastal Management, and approved by the Texas Land Commissioner under the Texas Coastal Management Program.”
- (b) At the completion of construction, Subrecipient shall replace the temporary signs with permanent signs, to be provided by the GLO. Subrecipient must erect permanent signs for projects that include land acquisition.

ARTICLE 11. LAND ACQUISITIONS AND IMPROVEMENTS

11.01 PROPERTY STANDARDS

Any property Subrecipient improves or acquires under the Contract shall be governed by the requirements of 2 C.F.R. Part 200. The use and disposition of property acquired under the Contract must comply with 2 C.F.R. Part 200 and the terms and conditions of the Federal Award.

11.02 LAND ACQUISITION

(a) If Subrecipient acquires private land with CMP grant funds, Subrecipient shall have such land surveyed in the following manner:

1. **Inland Surveys.** Any parcel of land that does not abut any waters and is acquired by lot and block may be surveyed by a Registered Professional Land Surveyor (“RPLS”) as that term is defined in Chapter 1071 of the Texas Occupations Code. 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*. 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. Subrecipient shall record all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located.
2. **Surveys of Land Abutting Water.** Any parcel of land Subrecipient acquires with funds under the Contract, other than land described in Section 11.02(a)(1) above, must be surveyed by a licensed state land surveyor (“LSLS”) as that term is defined in Chapter 1071 of the Texas Occupations Code. The survey must meet the requirements of a Category 1A, Land Title Survey, as defined in the *Manual of Practice for Land Surveying in Texas*. Any survey conducted by an LSLS 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. Subrecipient shall record all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located. A survey of land described in this Section 11.02(a)(2), 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.”
3. **Coastal Boundary Surveys.** If a coastal boundary survey is required for the Project, the coastal boundary survey must be performed in accordance with Texas Natural Resources Code Section 33.136. For surveys of tracts on or adjacent to Gulf beaches, maps, surveys, and/or profiles shall not delineate or map vegetation, the line of vegetation, or the landward boundary of the public beach. Such maps, surveys, and/or profiles shall also not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by CMP funds, vegetation, the line of

vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from the GLO. The coastal boundary survey must contain the following statement:

“This survey does not, nor is it intended to be used to, identify, delineate, or fix the line of vegetation or the landward boundary of the public beach.”

- (b) Subrecipient shall encumber land acquired with CMP grant funds with deed restrictions or a conservation easement in a form approved by the GLO that will protect the land and its natural resources and preserve the public use and benefit of the land. Subrecipient must include the language specified by the GLO.
- (c) Appraisals for land acquired with CMP grant funds must be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book”), <http://www.justice.gov/enrd/land-ack/Uniform-Appraisal-Standards.pdf>.
- (d) The survey, appraisal, deed, deed restrictions, and conservation easement (if any) must be approved by the GLO. **The GLO will not “hold” an easement or accept a third-party right of enforcement.**

11.03 IMPROVEMENTS

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

11.04 DEED LANGUAGE AND RESTRICTIONS

- (a) If Subrecipient uses funds under the Contract to acquire land, the acquisition deed must contain language approved by the GLO that will protect the land and its natural resources and preserve the public use and benefit of the land. Subrecipient must include language specified by the GLO in each such deed.
- (b) If Subrecipient uses funds under the Contract to improve public or private real property, Subrecipient must file in the real property records of the county where the property is located, a memorandum of restrictions, conservation servitudes, or conservation easement, in a form acceptable to the GLO, that will protect the land and its natural resources, preserve the public use and benefit of the land, and

notify third parties of the restrictions. Subrecipient must include language specified by the GLO in each such memorandum, easement, or other document of conservation servitudes or restrictions.

11.05 GLO APPROVAL OF REAL ESTATE DOCUMENTS

Subrecipient must obtain the GLO's prior written approval of any survey, appraisal, conservation easement, memorandum of restrictions, deed, or other real estate document or deliverable required under the Contract. Subrecipient must also submit a copy of each recorded document to the Project Manager.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01 CONTRACT AMENDMENT

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

12.02 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Subrecipient for the performance of this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay all such government obligations not paid by its Subcontractors or Sub-grantees during performance of this Contract. Subrecipient shall not commence construction of the Project until it has obtained the requisite licenses and/or permits. **Subrecipient shall include copies of such licenses and permits as a part of the Progress Report, as defined in this Contract, for the period during which they are obtained.**

12.03 TAXES, WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE

- (a) Subrecipient shall be solely liable and responsible for payment of Subrecipient's and Subrecipient's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Subrecipient shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Subrecipient or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) To the extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract. Subrecipient and the GLO shall furnish timely written notice to each other of any such claim. Subrecipient shall be liable to pay all costs of defense including attorneys' fees. Subrecipient shall

coordinate its defense with the Office of the Attorney General if the GLO or another Texas state agency is named defendants in any lawsuit and Subrecipient may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

12.04 INDEMNITY

SUBRECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, DAMAGES, PROCEEDINGS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, CONTRACTORS, SUBCONTRACTORS, SUB-GRANTEES, ASSIGNEES, DESIGNEES, ORDER FULFILLERS, OR SUPPLIERS OF CONTRACTORS, SUBCONTRACTORS, OR SUB-GRANTEES IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. SUBRECIPIENT SHALL COORDINATE ITS DEFENSE WITH THE GLO AND THE OFFICE OF THE ATTORNEY GENERAL IF THE GLO OR ANOTHER TEXAS STATE AGENCY IS A NAMED CO-DEFENDANT WITH SUBRECIPIENT IN ANY SUIT. SUBRECIPIENT MAY NOT AGREE TO SETTLE ANY SUCH LAWSUIT OR OTHER CLAIM WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE GLO AND, IF APPLICABLE, THE OFFICE OF THE ATTORNEY GENERAL.

12.05 ASSIGNMENT, SUBCONTRACTS, SUBAWARD AGREEMENTS, AND PROCUREMENT PROCEDURES

- (a) Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO, and any attempted or purported assignment, transfer, or delegation thereof without such consent shall be null and void. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may enter into subcontracts and subaward agreements with others for some or all of the 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 all applicable procurement procedures and standards as required by federal and state law and regulation, including 2 C.F.R. Part 200, the terms and conditions of the Federal Award, and TxGMS in connection with any subaward and subcontract it awards, including provisions relating to conflict of interest standards and procurement by noncompetitive proposals. In any subaward, Subrecipient shall require the Sub-grantee to comply with all applicable procurement procedures and standards required by state law or regulation and with TxGMS procurement procedures and standards applicable to a local government grantee, notwithstanding the definition of "local government" in Section 783.003(3) of the Texas Government Code, except that if a Sub-grantee is a nonprofit organization or an institution of higher education, that Sub-grantee may comply with the alternate provisions specific to that type of entity where specified in TxGMS.

- (c) In any approved subcontracts or subaward agreements, Subrecipient shall legally bind any such Subcontractors or Sub-grantees to perform, and make such Subcontractors or Sub-grantees subject to, all applicable duties, requirements, and obligations of Subrecipient as specified in this Contract and TxGMS, including applicable procurement procedures and standards. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that Subrecipient and/or any of its Subcontractors or Sub-grantees complies with all applicable terms and conditions of this Contract and TxGMS. **Subrecipient must submit a copy of each subcontract and subaward agreement to the GLO within ten (10) business days after execution.**
- (d) The GLO and the NOAA shall have the right to initiate communications with any Subcontractor or Sub-grantee. Subrecipient shall ensure each subaward and subcontract includes a provision granting the GLO and NOAA access to any books, documents, papers, and records of a Subcontractor or Sub-grantee which are directly pertinent to the Project or Contract. Such communications may be required to conduct audits and examinations and gather additional information as provided in the Administrative and Audit Regulations.

12.06 RELATIONSHIP OF THE PARTIES

Subrecipient is an independent contractor of the GLO 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 creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to State of Texas employees; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

12.07 FEDERAL REGULATORY REQUIREMENTS

Subrecipient shall make itself familiar with and comply with the federal regulatory requirements for federal financial assistance awards included in the Code of Federal Regulations.

12.08 COMPLIANCE WITH CMP RULES

In the performance of this Contract, Subrecipient shall comply with the CMP Rules and shall ensure that the performance of all Subcontractors and Sub-grantees is in compliance therewith.

12.09 FEDERAL ASSURANCES AND CERTIFICATIONS

Subrecipient certifies it has reviewed the Federal Assurances and Certifications in **Attachment C** and that Subrecipient is in compliance with all the requirements contained therein. Subrecipient certifies that it is in compliance with any other applicable federal laws, rules, or regulations pertaining to this Contract.

12.10 GENERAL AFFIRMATIONS

To the extent they apply, Subrecipient certifies it has reviewed the General Affirmations in **Attachment B** and that Subrecipient is in compliance with all the requirements contained therein.

12.11 COMPLIANCE WITH OTHER LAWS

In its performance under this Contract, Subrecipient shall comply with all applicable federal, state, county, and city laws, statutes, 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. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

12.12 HISTORICALLY UNDERUTILIZED BUSINESSES

In accordance with State law, it is the GLO's policy to assist Historically Underutilized Businesses ("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. The GLO encourages Subrecipients to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. More information on this program is available on the Comptroller's website.

12.13 NOTICES

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

GLO:

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

With a copy to:

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

Subrecipient:

Galveston Bay Foundation
1100 Hercules Ave.
Houston, TX 77058
Attention: President

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

12.14 GOVERNING LAW AND VENUE

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

12.15 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

12.16 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

12.17 INFRINGEMENT

- (a) TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE,

INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL..

- (b) Subrecipient shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Subrecipient's written approval, (iii) any modifications made to the product by Subrecipient pursuant to the GLO's specific instructions, or (iv) any use of the product or service by the GLO that is not in conformity with the terms of any applicable license agreement.
- (c) If Subrecipient becomes aware of an actual or potential claim, or the GLO provides Subrecipient with notice of an actual or potential claim, Subrecipient may (or in the case of an injunction against the GLO, shall), at Subrecipient's sole option and expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

12.18 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either Party, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may, at its sole discretion, terminate this Contract immediately upon written notification to Subrecipient.

12.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its 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 Attachments shall be harmonized with this Contract to the extent possible. Unless an Attachment specifically displays a mutual intent to amend part of this Contract, conflicts in language shall be construed consistently with the terms of this Contract. Except as otherwise provided herein, this Contract may only be amended by a mutual, written agreement executed by the Parties' authorized representatives.

12.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the grant application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the application and to provide such additional information as may be required.

12.21 COUNTERPARTS

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

12.22 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require Subgrantees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas 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. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

12.23 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

12.24 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section

2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

12.25 LAW ENFORCEMENT AGENCY GRANT RESTRICTION

If Subrecipient is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Subrecipient represents and warrants that it will not use appropriated money unless Subrecipient is in compliance with all rules adopted by the Texas Commission on Law Enforcement (“TCOLE”), or TCOLE certifies that it is in the process of achieving compliance with such rules.

12.26 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Subrecipient acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government, as defined in the Texas General Appropriations Act, Article IX, Section 4.04 (2022-2023 Biennium), unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2 and 3 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

12.27 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO’s payments to Subrecipient and Subrecipient’s receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

12.28 NO CONFLICTS OF INTEREST

Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

12.29 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

12.30 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling, except that this prohibition does not apply to a poll

conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

12.31 PUBLIC CAMPING BAN

If Subrecipient is a local entity as defined in Chapter 364 of the Texas Local Government Code, Subrecipient certifies that it has not received a final judicial determination finding that it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Texas Local Government Code. If Subrecipient is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this section at any point during the duration of this Contract, Subrecipient must immediately disclose the lawsuit and its current posture to the GLO.

12.32 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

12.33 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

12.34 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any Sub-grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any Subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

12.35 SCIENTIFIC INTEGRITY

- (a) *Maintaining Integrity.* The Subrecipient shall maintain the scientific integrity of research performed pursuant to this Contract, including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to Subcontractors and Sub-grantees.
- (b) *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

- (c) In performing or presenting the results of scientific activities under the Federal Award and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the Subrecipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. NAO 202-735D can be found at:
<http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- (d) *Primary Responsibility.* The Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the Subrecipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- (e) By executing this Contract, the Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- (f) The Subrecipient shall insert this provision in all subawards at all tiers under this Contract.

12.36 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract relating to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; subaward; federal assurances and certifications; general affirmations; grant administration; federal funding; state funding; recapture of funds; overpayment; intellectual property; ownership and use; copyright; non-endorsement; publications; signage; books and funding acknowledgements; inspection and audit; records retention; confidentiality; public records; indemnification; property standards, land acquisitions, and improvements; infringement; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; and entire contract and modifications. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 23-020-002-D596

GENERAL LAND OFFICE

GALVESTON BAY FOUNDATION

DocuSigned by:



7C299F4374E7497
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 10/4/2022

DocuSigned by:



8C7405B837D9C428...
Name: Bob Stokes

Title: President

Date of execution: 10/3/2022

OGC 

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ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A: BUDGET AND WORK PLAN**
- ATTACHMENT B: GENERAL AFFIRMATIONS**
- ATTACHMENT C: FEDERAL ASSURANCES AND CERTIFICATIONS**

ATTACHMENTS FOLLOW

WORK PLAN AND BUDGET

Project Name: Community Outreach through Oyster Shell Recycling and Citizen Science (“Project”)

Subrecipient: Galveston Bay Foundation

Reporting Frequency: Monthly

Contact: Shannon Batte

Project Description:

Although the oyster larvae supply in Galveston Bay remains abundant, the removal of shells and storm-driven sedimentation has resulted in a shortage of hard substrate, a key component for sustaining oyster populations. It has also become increasingly difficult and expensive to purchase oyster shell. In response to the decline of oyster habitat, the Galveston Bay Foundation (“GBF” or “Subrecipient”) initiated the Oyster Shell Recycling Program (the “Program”) in 2011. The Program works with restaurant partners to collect and cure used oyster shells before returning the shell to the Galveston Bay to create oyster habitat. As of July 2022, the Program has expanded to 28 shell recycling partners, collected over 1,300 tons of oyster shell, and returned over 840 tons of shell to the Galveston Bay. The Program has also completed an evaluation phase during which a Strategic Development Plan was created and has since expanded shell recycling operations to Houston.

GBF will use CMP Cycle 27 funds to continue the expansion of the Oyster Shell Recycling Program to increase the volume of shell recycled and improve GBF’s capacity for reef restoration. GBF will also evaluate the expansion of shell recycling operations via the third iteration of the Strategic Development Plan. GBF will also increase community engagement through the growth of three existing citizen science programs: oyster gardening, reef monitoring, and water quality monitoring. Each of these programs provides hands-on opportunities for volunteers to collect valuable data that can guide decision making for future oyster reef restoration.

This Project will continue to collect oyster shell to help restore hard substrate in Galveston Bay for oysters, and to involve the public in GBF’s oyster reef restoration efforts. By focusing on community outreach via citizen science, the expansion to Houston, and an annual oyster festival, GBF plans to secure new sponsorships to sustain the Program beyond CMP funding.

Project Budget:

	CMP	Subrecipient	Third Party	Project Totals
Salaries	\$69,999.00	\$0.00	\$8,000.00	\$77,999.00
Fringe	\$13,003.00	\$0.00	\$0.00	\$13,003.00
Travel	\$3,698.00	\$0.00	\$1,500.00	\$5,198.00
Supplies	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$10,300.00	\$4,000.00	\$34,542.00	\$48,842.00
Subtotal	\$100,000.00	\$4,000.00	\$44,042.00	\$148,042.00
Indirect	\$0.00	\$18,625.00	\$0.00	\$18,625.00
Total	\$100,000.00	\$22,625.00	\$44,042.00	\$166,667.00

Special Award Conditions:

1. Subrecipient must complete the Project as described in this Work Plan.
2. The GLO and/or NOAA must approve any changes in the scope of work or budget requests that change the total Project cost.
3. Subrecipient must print CMP and NOAA logos, including appropriate acknowledgment statement, must be printed on all education/outreach materials, signs, final reports and/or publications.
4. Subrecipient must share data in the manner specified in the Contract.
5. The Subrecipient must coordinate with the GLO prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this Project.

Task 1: Shell Collection, Restaurant Partnerships, and Curing Site Maintenance

GBF staff will collect oyster shells from restaurant partners on a weekly basis. GBF will continue to recruit new restaurant partners, when able, by assessing the Restaurant Database and implementing the Restaurant Selection Criteria. GBF will use Excel spreadsheets to document metrics, including the shell collected (from restaurants, festivals, and other sources), the curing site shell (tonnage/volume of shell delivered to each curing site), and outgoing shell (shell transported from a curing site to a restoration site or used in the Volunteer Oyster Gardening program). GBF will perform regular maintenance at all curing sites to ensure constant access to the recycled shell. This maintenance may include, but is not limited to, mowing, road repairs, and invasive species control. GBF staff will follow established guidelines to ensure all recycled oyster shell is properly quarantined via the sun curing process. GBF will also update the strategic development plan, previously developed in Cycle 24.

Task 1 Deliverables:

1. Oyster shell recycling metrics
Due Date: 3/31/2024
2. Restaurant Database
Due Date: 3/31/2024
3. Updated Strategic Development Plan
Due Date: 3/31/2024

Travel: Up to four people to travel for weekly oyster shell collection trips, curing site maintenance, and restaurant meetings.

Task 2: Community Outreach

GBF will continue to develop outreach materials and disseminate information about shell recycling and reef restoration at bothing events and other educational events hosted by GBF and partners. GBF staff will work with shell recycling partners to incorporate outreach materials and host events at their restaurants as deemed feasible. GBF staff will give presentations within the community and at regional and national conferences as funding allows. GBF's Education Team will continue to incorporate lessons on oyster anatomy, life history, and their ecological and economic importance via virtual, classroom, and field workshops. GBF will host an annual Houston Oyster Festival to promote shell recycling, reach additional community members, and fundraise to support ongoing shell recycling operations (pending COVID conditions). GBF will attend and/or lead the annual Galveston Bay Oyster Workgroup meeting to bring together key oyster restoration professionals in the region.

Task 2 Deliverables:

1. Notes from the Oyster Workgroup meeting
Due Date: 3/31/2024
2. List of presentations, exhibits/events, conferences, etc. and associated attendance
Due Date: 3/31/2024
3. Outreach materials as developed
Due Date: 3/31/2024

Travel: As needed to attend outreach events, and local meetings and conferences.

Task 3: Volunteer Oyster Gardening

GBF will conduct spring oyster gardening events in multiple bayfront communities to educate volunteers on the importance of oysters in Galveston Bay and provide instructions on how to build, monitor, and maintain an oyster garden. GBF will encourage volunteers to document spat recruitment in their gardens throughout the spawning season. GBF will provide resources and frequent updates via email and/or social media to help guide volunteers in their oyster gardening

responsibilities from May/June through October/November. GBF will host Garden collection in the fall to collect the volunteers' gardens and count the number of spat recruited. GBF will obtain necessary Texas Parks and Wildlife Department introduction permits for transplanting the shell and spat from the oyster gardens. GBF will maintain Excel spreadsheets to document the following metrics: the number of volunteers and their location, number and type of oyster gardens created, amount of recycled oyster shell used in the oyster gardens, total number of spat recruited, and the average number of spat recruited per garden.

Task 3 Deliverables:

1. TPWD Introduction Permit
Due Date: 3/31/2024
2. Annual report documenting oyster gardening events and metrics
Due Date: 3/31/2024

Travel: Up to four people to distribute and retrieve oyster gardens.

Task 4: Volunteer Reef Monitoring

GBF will recruit volunteers to assist with documenting oyster growth and spat recruitment on recycled oyster shell at one or more of GBF's restoration sites. Twice a year (spring and fall), GBF will work with volunteers to collect samples from at least one restoration site. GBF will document the number of live and recently dead oysters in each sample and the shell heights these oysters will be measured. GBF will direct volunteers to document the presence of mussels and other species observed in each sample. GBF will return all live organisms, including the oysters, to the water upon completion of sample analysis. GBF will provide all necessary supplies and training for the volunteers. GBF will collect data onsite via pen and paper and transfer it into Excel to allow for analysis. GBF will continue to coordinate with partners at Texas A&M University at Galveston to analyze the monitoring findings and align with the undergraduate laboratory courses and curriculum for reef monitoring developed by Dr. Laura Jurgens in CMP Cycle 25.

Task 4 Deliverables:

1. Number and location of reef monitoring sites
Due Date: 3/31/2024
2. Reef monitoring data and results
Due Date: 3/31/2024

Travel: Up to two people to conduct reef monitoring at restoration sites.

Task 5: Volunteer Water Monitoring

GBF will maintain its volunteer Water Monitoring Team (WMT), an ongoing citizen science program that engages volunteers in measuring water quality and bacteria levels along Galveston Bay shorelines. GBF will direct volunteers to measure core water quality parameters, including air and water temperature, pH, dissolved oxygen, salinity, transparency, and field observations, including odor, algae, color, weather, and tide. GBF will direct volunteers to collect water samples for enterococcus bacteria – a subgroup of fecal streptococci bacteria. GBF will analyze water quality data near at least one reef restoration site to correlate water quality parameters with reef monitoring efforts and determine restoration success. GBF will host annual quality assurance trainings and conduct ongoing management of the water sampling events.

Task 5 Deliverables:

1. List of volunteer water quality monitors and water quality monitoring locations
Due Date: 3/31/2024
2. Schedule of WMT volunteer trainings and events
Due Date: 3/31/2024
3. Water quality data and analysis – hotspots, trends over time, water quality tracking
Due Date: 3/31/2024
4. Copies of information products created from WMT data
Due Date: 3/31/2024

Travel: Up to two people to attend and lead water quality training and water quality events.

Task 6: Project Monitoring & Reporting

GBF will prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to CMPReceipts@GLO.TEXAS.GOV. Monthly progress reports and requests for reimbursement are due to CMPReceipts@GLO.TEXAS.GOV on the 10th day of every month of the year starting with November 10, 2022. A final report will be submitted that summarizes what was achieved under each task and discusses the reef restoration results that includes the correlation of water quality parameters near the restored reef sites with reef monitoring efforts. The final report will also include the data collected, Project results, and photos from education and outreach events.

Task 6 Deliverables:

1. Monthly progress reports and requests for reimbursement
Due Date: Ongoing until 3/31/2024
2. Draft final report
Due Date: 3/15/2024
3. Final report
Due Date: 3/31/2024
4. Project closeout form
Due Date: 3/31/2024

Travel: No travel funds requested for this task

Performance Evaluations

CMP staff will conduct quarterly performance evaluations of subrecipients to examine project progress and adherence to the 18-month completion timeline. Evaluations will be conducted under the following terms.

- **3-Month Evaluation (January 15, 2023)**
 - Subrecipients that did not submit the initial progress report and reimbursement request and do not show progress toward establishing the framework of their project will be identified by the CMP project manager (“PM”).
- **6-Month Evaluation (April 15, 2023)**
 - If the CMP PM determines the Project is behind schedule or is making insufficient progress, i.e. Deliverables and reporting are late, the CMP PM will contact Subrecipient via phone or email to revise Deliverable due dates and determine a method for getting the Project completed within the remaining Contract period.
 - Subrecipients working on 306A projects with NOAA SAC requirements must provide the required SAC documentation at this time.
 - If the SAC documentation is not available, CMP staff may request a one-time SAC extension from NOAA. This extension is for a maximum of three (3) additional months.
- **9-Month Evaluation (July 15, 2023)**
 - If the Project had late reporting or Deliverables at the previous two (2) evaluations, the Project will be placed on a Performance Improvement Plan (PIP).
 - This will include more frequent check-ins with the CMP PM and a revised Deliverable schedule with Deliverables broken down into smaller pieces.
 - Reimbursement request will be held for payment until the PIP is in place.
 - **Subrecipients performing 306A projects with SACs must provide all required SAC documentation at this time. If the SAC documentation is unavailable, the Project may be terminated.**
- **12-Month Evaluation (October 15, 2023)**
 - If the Project is not adhering to the PIP and not demonstrating significant efforts to correct compliance issues, the GLO will consider the Project for termination and will issue a Notice of Deficiency to the project’s Authorizing Official.
 - **Subrecipients can request a one (1) time extension.**
 - GLO will withhold payment on Subrecipient’s reimbursement requests until GLO receives all outstanding documents and Deliverables.
- **15-Month Evaluation (January 15, 2024)**
 - GLO will closely examine projects with PIPs to ensure the PIP is being adhered to and the project is on track.

- GLO may terminate the Project if the Project has significantly failed to adhere to the PIP.
- GLO will withhold payment on Subrecipient's reimbursement requests until GLO receives all outstanding documents and Deliverables.
- **18-Month Evaluation (March 31, 2024)**
 - The Project must be complete. Incomplete projects may be terminated.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes 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. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2025

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by: <i>Bob Stokes</i>	TITLE President
APPLICANT ORGANIZATION Galveston Bay Foundation	DATE SUBMITTED 10/3/2022

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Galveston Bay Foundation

23-020-002-D596

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Bob Stokes

President

SIGNATURE
DocuSigned by:

Bob Stokes

DATE

10/3/2022

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2025

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
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
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 Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	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. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up 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 previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.

	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	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.	Award Amount	Optional	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 of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

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. 4040-0013. 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, Washington, DC 20503.