Sabine River Authority

Addendum No. 2
Issued August 14, 2026

Bid Title: RFB 27-1201 Lake Tawakoni Holiday Recreation Area
Bids Due: 08/20/2026 @ 2:00 PM

Addendum #2 is issued by the Sabine River Authority. The following revisions are hereby made to the bid documents for this project.

MODIFICATIONS TO 'CONTRACT DOCUMENTS'

BIDDING REQUIREMENTS, CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

REPLACE the *Table of Contents* with the attached *Table of Contents.*

ADD attached *Part 7 – Texas Parks and Wildlife Grant Agreement* to the end of the contract.

Vendors who may have already submitted a response and feel this addendum may change their response may pick up their submission and return it prior to **08/20/2026 @ 2:00 PM**. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:
Brandon Bell, P.E.
brandon.bell@kimley-horn.com
469-301-2596

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TEXAS PARKS AND WILDLIFE GRANT AGREEMENT

TEXAS PARKS AND WILDLIFE

Recreation Grants
FEDERAL SUB-AWARD

Department Contract Number: CA-0005383
Grant Project Number: FD-TX F-318-B-1
Sub-Recipient Name (Must match UEI): Sabine River Authority of Texas
Sub-Recipient Unique Entity Identifier: U1C3J263N291
Project Name: Van Zandt County Recreation Area
Federal Award Identification Number (FAIN): F23AF01785
Assistance Listings Number and Title: 15.605
Award Date: 03/16/2026
Period of Performance: 06/30/2023 - 06/30/2027
Federal Award: $750,000.00
Sub-Recipient Cost Share: $250,000.00
Total Project Cost: $1,000,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This sub-award is entered into by the Texas Parks and Wildlife Department (Department), and the Sabine River Authority of Texas (Sub-Recipient). This sub-award is funded through 15.605 Department of Interior, U.S. Fish and Wildlife Service, 9521 Freshwater issued to the Department on 06/13/2023

The scope of this Grant Agreement includes:
This amended agreement supersedes and replaces the agreement between the parties executed on 06/13/2023. This amended grant agreement extends the period of performance through 06/30/2027.

The proposed improvements to Holiday Recreation Area include reinforcing the existing breakwater, constructing one new floating courtesy dock, and stabilizing the banks on either side of the boat ramp. Additional improvements include constructing a new restroom building and its associated on-site sewage facility (OSSF) and installing new parking lot lighting.

Subrecipient will obtain and submit, from a licensed and/or certified architect or engineer, the useful life of all capital improvements acquired and completed under this Grant Agreement prior to close out.

Proprietary Interest – By accepting Federal funds, the Subrecipient acknowledges that that the Federal Government has a legally prescribed interest in the capital improvement throughout its useful life. Should the Subrecipient destroy or alter the use of the capital improvement during its useful life, it must reimburse the Department in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.

The Federal regulations titled 50 CFR 80 Pittman-Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Acts are incorporated by reference into this Agreement (full text can be found at https://www.ecfr.gov/current/title-50/chapter-I/subchapter-F/part-80)

The Subrecipient acknowledges and agrees that any local regulations adopted in relation to the Project must comply with the provisions of Texas Parks and Wildlife Code § 31.092. Any attempt to designate public waters or access points improved by this Project as restricted to certain types or sizes of vessels or motors, or to otherwise interfere with the public's constitutional right to navigate, shall constitute a material breach of this agreement.

This sub-award is not for research and development.

SECTION 2 - SPECIFIC CONDITIONS

N/A

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

N/A

SECTION 4 - APPROVED INDIRECT COST RATE

N/A

SECTION 5 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744

Grant Manager:
Julie Dillard
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
julie.dillard@tpwd.texas.gov

Grant Coordinator:
Julie Dillard
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
julie.dillard@tpwd.texas.gov

Audit Team Lead:
Marcy Cavazos Colunga
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512)389-8116
Marcy.CavazosColunga@tpwd.texas.gov

FOR GRANT SUB-RECIPIENT: The Sub-Recipient must request prior written approval from the Department for a change in key personnel identified below.

Official Point of Contact
Troy Henry
Regional Manager
353 PR 5183
Quitman, Texas, 75783
(903) 878-2262
thenry@sratx.org

Project Coordinator
Troy Henry
Regional Manager
353 PR 5183
Quitman, Texas, 75783
(903) 878-2262
thenry@sratx.org

Fiscal Contact
Isaac Brooks

Assistant Division Manager-Lake Tawakoni Division
353 PR 5183
Quitman, Texas, 75783
(903) 878-2262
ibrooks@sratx.org

SECTION 6 – STANDARD FINANCIAL MANAGEMENT CONDITIONS

The term "financial management conditions" refers to generally applicable policies and procedures for the accounting, reporting, and management of grant funds. Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the Sub-Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and in-eligibility for future grants.

The sub-recipient's financial management system must provide for the following:

(1) Identification of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements in 2 CFR 200.328 and 200.329. When a Federal agency or pass-through entity requires reporting on an accrual basis from a subrecipient that maintains its records other than on an accrual basis, the subrecipient is not required to establish an accrual accounting system. This subrecipient may develop accrual data for its reports based on an analysis of the documentation on hand.

(3) Maintaining records that sufficiently identify the amount, source, and expenditure of Federal funds for Federal awards. These records must contain information necessary to identify Federal awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.

(4) Effective control over and accountability for all funds, property, and assets. The subrecipient must safeguard all assets and ensure they are used solely for authorized purposes. See 2 CFR 200.303.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of 2 CFR 200.305.

(7) Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E and the terms and conditions of the Federal award.

SECTION 7 - AWARD AND PAYMENT

A. The Department will provide funding to the Sub-Recipient in an amount not to exceed $750,000.00 for the project described under Section 1-Project Description and Location and in accordance with the Department-approved Budget Summary attached.

B. The Sub-Recipient shall obtain prior approval from the Department for budget and program revisions and shall request payment via the Department's Recreation Grants Online Grant Management System.

C. Expenses charged against awards under the Sub-award may not be incurred prior to the beginning of the Sub-award, except as provided for in Section 3- Pre-Award Incurrence of Costs, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sub-Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

D. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

E. The Sub-Recipient must meet their cost share commitment over the life of the award. At least 25.00% non-federal cost-share is required for costs incurred under this Sub-award.

F. Reimbursement will be the default method of payment.

G. Any funds paid to the Sub-Recipient exceeding the amount that the Sub-Recipient is determined to be entitled to under the award constitutes a debt to the State of Texas and must be returned.

H. Payments made for costs determined to be unallowable by the Department must be refunded to the Department.

SECTION 8- PERFORMANCE REPORTING

The Sub-Recipient must submit quarterly performance reports through the Recreation Grants Online System within 30 calendar days after the reporting period. Sub-Recipient must submit the final performance report 90 calendar days after the conclusion of the period of performance. The Department may extend the due date for any performance report with justification from the Sub-Recipient.

When a significant development that could impact the Sub-award occurs between performance reporting due dates, the Sub-Recipient must notify the Department. When significant developments occur that negatively impact the Sub-award, the Sub-Recipient must include information on its plan for corrective action and any assistance needed to resolve the situation.

SECTION 9- DEVIATIONS AND MODIFICATIONS

The Sub-Recipient is required to report deviations from the approved budget, project or program scope, or objective, and request prior approval from the Department for budget and program plan revisions, in accordance with 2 CFR 200.308 Revision of Budget and Program Plans.

This Sub-award may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of the Sub-Recipient.

SECTION 10- REMEDIES FOR NON-COMPLIANCE

The Department may implement specific conditions if the Sub-Recipient fails to comply with the U.S. Constitution, Federal and State statutes, regulations or the terms and conditions of the award.

If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold payments until the Sub-Recipient takes corrective action;
(2) Disallow costs for all or part of the activity associated with the noncompliance of the Sub-Recipient;
(3) Suspend or terminate the award in part or in its entirety;
(4) Recommend suspension or debarment proceedings be initiated by the Federal agency.
(4) Withhold further funds (new awards or continuation funding) for the project or program; and
(5) Pursue other legally available remedies.

SECTION 11 - TERMINATION

The award may be terminated in part or in its entirety as follows:

(1) By the Department if the Sub-Recipient fails to comply with the terms and conditions of the Sub-award.
(2) By the Department with the consent of the Sub-Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
(3) By the Sub-Recipient upon sending the Department a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.
(4) By the Department pursuant to the terms and conditions of the award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

When the award is terminated in part or its entirety, the Department and the Sub-Recipient remain responsible for compliance with the requirements in 2 CFR 200.344 and 200.345.

Notification of Termination Requirement

The Department must provide written notice of termination to the Sub-Recipient unless the award is being terminated by the Sub-Recipient. If the Sub-Recipient initiates the termination of the award, then the Sub-Recipient must provide written notice of the termination to the Department. The written notice of termination should include the reasons for termination, the effective date, and the portion of the award to be terminated, if applicable.

Opportunities to Object, Hearings, and Appeals

Upon initiating a remedy for noncompliance, the Department must provide the Sub-Recipient with an opportunity to object and provide information challenging the action. The Department will comply with any requirements for hearings, appeals, or other administrative proceedings to which the Sub-Recipient is entitled under any statute or rule applicable to the action.

Effects of Suspension and Termination

Costs to the Sub-Recipient resulting from obligations incurred by the Sub-Recipient during a suspension or after the termination of the award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(1) the costs result from obligations that were properly incurred by the Sub-Recipient before the effective date of suspension or termination, and not in anticipation of it; and
(2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

SECTION 12 - CLOSEOUT

The Department will close out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Sub-Recipient. The Sub-Recipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The Sub-Recipient must promptly refund any balances of unobligated cash that Department paid in advance or paid and that is not authorized to be retained by the Sub-Recipient for use in other projects. Liquidation of all costs must occur within 90 days of performance period end date. When justified, the Department may approve extensions for the Sub-recipient.

SECTION 13 - RECORDS RETENTION AND ACCESS

The Sub-Recipient must maintain and retain records until the third anniversary of the later date of (1) the grant completion or expiration or (2) the resolution of all issues that arose from any litigation, claim, negotiation,

audit, open records request, administrative review, or other action involving the grant or documents. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records.

The Federal Agency, Department, the State Auditor's Office, or any of their authorized representatives, must have the right to access any documents, papers, financial statements, or other records of the Sub-Recipient pertinent to the Sub-award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interviewing and having a discussion related to such documents or the Sub-award in general. This right of access is not limited to the required retention period but lasts as long as the records are retained.

SECTION 14 -TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sub-Recipient agrees to comply with the terms and conditions of this Sub-award, the Program Guidance, and 2 CFR 200. Sub-Recipient also agrees to comply with assurances and certifications made in its approved grant application, and applicable federal statutes, regulations and guidelines. Sub-Recipient agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Any change in local, state, and federal rules, regulations, or laws applicable to the Program that occurs during the term of the Sub-award shall be automatically incorporated into the Sub-award without written amendment and shall become a part of the Agreement as of the effective date of the rule, regulation, or law.

Signature Authority
The person or persons signing this Sub-award on behalf of the Sub-Recipient hereby warrant and guarantee that they are duly authorized by the Sub-Recipient to execute this Sub-award on behalf of the Sub-Recipient and to validly and legally bind the Sub-Recipient to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing
This Sub-award and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law
This Sub-award shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 15 – ATTACHMENTS INCORPORATED BY REFERENCE

The following completed documents are attached to and made part of this Agreement:

Budget
TPWD Assurances for Fed Sub Awards (signature required)
TPWD Monitoring Plan
Federal Award (original)
Federal Terms and Conditions
Rec Grants Manual
Program Guidance
Federal Notice to Proceed
NOA Amendment to extend
SF 424D Construction Assurances (signature required)

SECTION 16 – SIGNATURES

The signed Sub-award must be submitted to Recreation Grants Online within 15 days of the Sub-Recipient's date of signature. If not returned within 120 days of the Date of Issuance, this Sub-award is null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Sub-award on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature: Dana Lagarde

Name and Title: Dana Lagarde Director of Recreation Grants

Date of Issuance: 04/14/2026

SAM Number, Date, Initials: 04/09/2026 / J.D.

SUB_RECIPIENT NAME: SABINE RIVER AUTHORITY OF TEXAS - TROY D. HENRY

Name and Title: TROY D. HENRY, REGIONAL MANAGER

Email: THENRY@SRATX.ORG

Phone: 903-878-2262

Date: MAY 5, 2026

Texas Parks and Wildlife Department

Recreation Grants

Uniform Assurances for Federal Subawards

UNIFORM ASSURANCES

Anti-Lobbying Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Recipient to conduct such lobbying activities, Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Recipient acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Rights of Assignment Recipient shall not assign its rights under the grant or delegate the performance of its duties under the grant without prior written approval from TPWD. Any attempted assignment in violation of this provision is void and without effect.

Child Support Obligation Recipient represents and warrants that it will include the following clause in the award documents for every subcontract and will require contractors to certify accordingly: "Under Section 231.006 of the 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 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 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."

Clean Air Act and Federal Water Pollution Control Act Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules, and Requirements Recipient represents and warrants that it will comply and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Recipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Recipient, the more restrictive requirement applies.

Conflicts of Interest Recipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. Recipient represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Recipient 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 circumstances change during the course of the grant, Recipient shall promptly notify Department.

Cybersecurity Training Program Recipient 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. If Recipient has access to any state computer system or database, Recipient shall complete Cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Disclosure of Violations of Federal Criminal Law Recipient represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Recipient 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.

Dispute Resolution The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Equal Employment Opportunity The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal

Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the Recipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

Excluded Parties Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation Under Section 669.003 of the Texas Government Code, Recipient certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency.

Funding Limitation Recipient agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the Department in excess of the funds delineated in this Grant Agreement. Recipient agrees that funding for this Grant Agreement is subject to the actual receipt by the Department of grant funds appropriated to the Department. Recipient agrees that the grant funds, if any, received from the Department may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Department for the purpose of this Grant Agreement. Recipient agrees that notwithstanding any other provision of this Grant Agreement, if the Department is not appropriated the funds or if the Department does not receive the appropriated funds for this grant program, or if the funds appropriated to the Department for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Department is not liable to pay the Recipient any remaining balance on this grant.

Indemnification To the extent permitted by laws and constitution of the State of Texas, Recipient SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DEPARTMENT, 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 Recipient 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 Recipient WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Recipient MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Recipient AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Legal Authority Recipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Recipient to act in connection with the application and to provide such additional information as may be required.

Lobbying Expenditure Restriction Recipient represents and warrants that Department's payments to Recipient and Recipient's receipt of appropriated or other funds under the grant are

not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

No Waiver of Sovereign Immunity The Parties expressly agree that no provision of the Grant Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

Open Meetings If the Recipient is a governmental entity, Recipient 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.

Reporting Compliance Recipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention Recipient represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Department reserves the right to direct a Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value. Recipient must include the substance of this clause in all subcontracts.

Reporting Suspected Fraud and Unlawful Conduct Recipient 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.

State Auditor's Right to Audit 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.

Texas Public Information Act Recipient understands that Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and

other material in connection with this Grant Agreement or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Recipient is required to make any information created or exchanged with the State pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

SABINE RIVER AUTHORITY OF TEXAS

RECIPIENT NAME :

Troy D. Henry

Signature:

TROY D. HENRY, REGIONAL MANAGER

Name and Title:

MAY 5, 2024

Date:

TEXAS PARKS AND WILDLIFE

Recipient Monitoring Plan
Recreation Grants Branch
Construction Grants

Purpose:

As per 2 CFR §200.332(d) and Texas Grant Management Standards, TPWD is required to monitor the activities of the recipient as necessary to ensure that the award is used for authorized purposes, in compliance with state and federal statutes, regulations, and the terms and conditions of the award; and that performance goals are achieved. TPWD may identify monitoring tools and/or specific conditions to be used to ensure proper accountability and compliance with program requirements and achievement of performance goals. The TPWD Grant Coordinator must document monitoring of the recipient for the duration of the project and file where appropriate TPWD staff can access for future audits.

Instructions:

Select any monitoring tools and/or specific conditions which should be implemented for this recipient based on the results of the risk assessment. Upon completion, this form is to be attached to the grant agreement by the Grant Coordinator, filed in the appropriate folder by the managing Federal Aid Coordinator, and uploaded into the CAPPS contract entry by the managing Contract Specialist.

Recipient Name ***(must match name of UEI)*****: Sabine River Authority of Texas**	
Recipient Official Point of Contact: Troy Henry	
Recipient Type: Other Governmental Body	EIN/UEI Number: U1C3J263N291
Federal Award Number: F23AF01785	CFDA: 15.605
Completed By:Julie Dillard	Date of Assessment: 03/18/26

Due to the complexity of TPWD Recreation Grant projects, the following monitoring tools are included regardless of the organization's assessed level of risk.

1. Quarterly Status Reports via Recreation Grants Online (RGO)
2. Payment by reimbursement.
3. 5% retainage until all required documentation has been provided by the recipient.
4. Site visits as required by the state or federal agency.
5. Final site inspection prior to final payment and closeout.

The following specific conditions will also be imposed based on the organization's assessed level of risk:

☐ Grant management training or other technical assistance
☐ Pre-award meeting with programmatic and fiscal staff (new subrecipient, new fiscal staff, etc.)
☐ Additional site visits, inspections, or desk reviews.
☐ Other: Click here to enter text.

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY* 03/16/2026	**1a. SUPERSEDES AWARD NOTICE dated** 02/11/2026 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. ASSISTANCE LISTING NUMBER 15.605 - Sport Fish Restoration	
3. ASSISTANCE TYPE Formula Grant	
4. GRANT NO. F23AF01785-02 **Originating MCA #**	**5. TYPE OF AWARD** Other
4a. FAIN F23AF01785	**5a. ACTION TYPE** Post Award Amendment
6. PROJECT PERIOD *MM/DD/YYYY* **From** 06/30/2023	*MM/DD/YYYY* **Through** 06/30/2027
7. BUDGET PERIOD *MM/DD/YYYY* **From** 06/30/2023	*MM/DD/YYYY* **Through** 06/30/2027

AUTHORIZATION (Legislation/Regulations)

Dingell-Johnson Sport Fish Restoration Act—Sport Fish Restoration (16 U.S.C. §777 et seq., except §§777e-1 and g-1)

8. TITLE OF PROJECT (OR PROGRAM)

TX F-318-B-1 Sabine River Authority - Van Zandt County Recreation Area - Lake Tawakoni

9a. GRANTEE NAME AND ADDRESS

TEXAS PARKS AND WILDLIFE DEPARTMENT
4200 Smith School Rd
Austin, TX, 78744-3218

9b. GRANTEE PROJECT DIRECTOR

Julie Dillard
4200 Smith School Rd
Austin, TX, 78744-3218
Phone: 512-389-8773

10a. GRANTEE AUTHORIZING OFFICIAL

Ms. Dana Lagarde
4200 SMITH SCHOOL RD
AUSTIN, TX, 78744-3218
Phone: 512-389-8175

10b. FEDERAL PROJECT OFFICER

Mr. Brian Hobbs
500 Gold Ave SW
Albuquerque , NM, 87102
Phone: 5055267165

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation — II

a.	Salaries and Wages	$	0.00
b.	Fringe Benefits	$	0.00
c.	Total Personnel Costs	$	0.00
d.	Equipment	$	0.00
e.	Supplies	$	0.00
f.	Travel	$	0.00
g.	Construction	$	0.00
h.	Other	$	1,000,000.00
i.	Contractual	$	0.00
j.	TOTAL DIRECT COSTS	$	1,000,000.00
k.	INDIRECT COSTS	$	0.00
l.	**TOTAL APPROVED BUDGET**	$	1,000,000.00
m.	Federal Share	$	750,000.00
n.	Non-Federal Share	$	250,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	750,000.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	750,000.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	0.00
13. Total Federal Funds Awarded to Date for Project Period	$	750,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

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

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

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

REMARKS (Other Terms and Conditions Attached - ○ Yes ◉ No)

This amendment action is approved for an extension of the grant period of performance due to compliance delays. The effective date of this amendment is March 16, 2026.

GRANTS MANAGEMENT OFFICIAL:

Cheryl Rodriguez, GRANTS FISCAL OFFICER
500 GOLD AVE. SW
ALBUQUERQUE, NM, 87102
Phone: 5052492725

17. VENDOR CODE 0070050488 | **18a. UEI** EVA9NVGH2K85 | **18b. DUNS** 806782256 | **19. CONG. DIST.** 35

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051036724-00010	$0.00	06/30/2023	06/30/2027	8151	New Grant SFR (BA) 9521 / 15.605

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY* 06/13/2023	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 15.605 - Sport Fish Restoration	
3. ASSISTANCE TYPE Formula Grant	
4. GRANT NO. F23AF01785-00 **Originating MCA #**	**5. TYPE OF AWARD** Other
4a. FAIN F23AF01785	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* **From** 06/30/2023	*MM/DD/YYYY* **Through** 06/30/2026
7. BUDGET PERIOD *MM/DD/YYYY* **From** 06/30/2023	*MM/DD/YYYY* **Through** 06/30/2026

AUTHORIZATION (Legislation/Regulations)

Dingell-Johnson Sport Fish Restoration Act—Sport Fish Restoration (16 U.S.C. §777 et seq., except §§777e-1 and g-1)

8. TITLE OF PROJECT (OR PROGRAM)

TX F-318-B-1 Sabine River Authority - Van Zandt County Recreation Area - Lake Tawakoni

9a. GRANTEE NAME AND ADDRESS

TEXAS PARKS AND WILDLIFE DEPARTMENT
4200 Smith School Rd
Austin, TX, 78744-3218

9b. GRANTEE PROJECT DIRECTOR

Matthew Fougerat
4200 Smith School Rd.
Austin, TX, 78744-3218
Phone: 512-389-8712

10a. GRANTEE AUTHORIZING OFFICIAL

Matthew Fougerat
4200 Smith School Rd
Austin, TX, 78744-3218
Phone: 512-389-8712

10b. FEDERAL PROJECT OFFICER

Mr. Brian Hobbs
500 Gold Ave SW
Albuquerque , NM, 87103
Phone: 505-248-7476

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation

		II
a.	Salaries and Wages	$ 0.00
b.	Fringe Benefits	$ 0.00
c.	Total Personnel Costs	$ 0.00
d.	Equipment	$ 0.00
e.	Supplies	$ 0.00
f.	Travel	$ 0.00
g.	Construction	$ 0.00
h.	Other	$ 1,000,000.00
i.	Contractual	$ 0.00
j.	TOTAL DIRECT COSTS	$ 1,000,000.00
k.	INDIRECT COSTS	$ 0.00
l.	**TOTAL APPROVED BUDGET**	$ 1,000,000.00
m.	Federal Share	$ 750,000.00
n.	Non-Federal Share	$ 250,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$ 750,000.00
b. Less Unobligated Balance From Prior Budget Periods	$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	$ 0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$ 750,000.00
13. Total Federal Funds Awarded to Date for Project Period	$ 750,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

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

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

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

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)

GRANTS MANAGEMENT OFFICIAL:

Cliff Schleusner, CHIEF- WILDLIFE AND SPORT FISH RESTORATION PROGRAM
500 GOLD AVE. SW
ALBUQUERQUE, NM, 87102
Phone: 505-248-7465

17. VENDOR CODE 0070050488			**18a. UEI** EVA9NVGH2K85		**18b. DUNS** 806782256	**19. CONG. DIST.** 35
LINE#	**FINANCIAL ACCT**	**AMT OF FIN ASST**	**START DATE**	**END DATE**	**TAS ACCT**	**PO LINE DESCRIPTION**
1	0051036724-00010	$750,000.00	06/30/2023	06/30/2026	8151	New Grant SFR (BA) 9521 / 15.605

SCOPE OF WORK

1. **Project Description**

TX F-318-B-1 Sabine River Authority - Van Zandt County Recreation Area - Lake Tawakoni

PAYMENTS

1. **Domestic Recipients Enrolled in Treasury's ASAP System**

The recipient will request payments under this award in the U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

BUDGET AND PROGRAM REVISIONS

1. **WSFR Budget and Program Revisions**

The recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to **2 CFR 200.308** for additional information on the types of changes that require prior written approval.

REPORT

1. **WSFR Interim Financial Reports**

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

2. **WSFR Interim Performance Reports**

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

Interim performance reports must describe progress and/or delays and include on-site photographs to document the status of all site/area(s) and associated facilities contained in the grant at the end of the reporting period. The final performance report must include before and after photos and identify the work completed for the all site/area(s) and associated facilities contained in the grant.

3. **WSFR Waived Reporting**

The interim performance report due December 29, 2023, has been waived in accordance with 2 CFR 200.328(f) and 516 FW 1.14.

4. **Final Reports**

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, Federal Financial Report form, https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html . See also our instructional video on "Completing the Federal Financial Report (SF425) https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport(SF-425)

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

5. **Reporting Due Date Extensions**

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

6. **Significant Developments Reports**

See 2 CFR §200.329(e). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

7. **WSFR TRACS Reporting**

The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service's electronic performance reporting system – TRACS (https://tracs.fws.gov) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?

2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).

3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost

efficiencies, management recommendations, or lessons learned.

4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).

5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.

6. Is this a project that you wish to highlight for communication purposes?

7. For CMS State fish and wildlife agencies only: If the grant is a CMS, has the agency submitted an update report every 3 years detailing the CMS components: (a) inventory and scanning; (b) strategic plan; (c) operational plan; and (d) evaluation and control have been reviewed and summaries included which provide detailed review results and recommendations?

8. **WSFR TRACS Real Property/Facility**

The recipient is responsible for entering required information into the TRACS (https://tracs.fws.gov) inventory modules to create real property/facility record(s). These records will become the basis for future recipient real property/facility reporting compliance under 2 CFR 200.330 and 2 CFR 1402.329. If you need assistance with entering real property/facility records in TRACS, please contact the WSFR Federal Project Officer identified in this Notice of Award.

AWARD CONDITIONS

1. **WSFR Wildlife Restoration / Sport Fish Restoration Match**

The federal share of the total project costs cannot exceed 75%. The Grant Recipient is eligible to request Federal obligated funds up to but not in excess of an amount equal to 75% of the total project expenditures. See also 2 CFR §200.306.

2. **WSFR Cost Accounting**

Cost accounting is required at the subaccount level.

3. **WSFR Indirect Costs/Directly**

The recipient will charge all costs directly.

4. **WSFR Capital Improvements**

The Service must concur with the useful life determination for each capital improvement that will be constructed/renovated under this grant agreement. For capital improvements with a value greater than $100,000, please reference the method used for the determination.

5. **Other Program- or Project-Specific Terms and Conditions**

Construction Agreements – Fully executed construction agreements must be submitted to the Service prior to starting construction.

6. **WSFR TRACS Grant Entry**

The recipient is responsible for entering grant and project statement information for this award into the Service's electronic

performance reporting system – TRACS (https://tracs.fws.gov). This information must be entered in TRACS within 60 calendar days of the latter: (a) period of performance start date; or (b) the date the award was approved. The grant and project statement information entered in TRACS must be consistent with the approved Project Statement (narrative) in GrantSolutions. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

SPECIAL TERMS AND REQUIREMENTS

1. **Inadvertent Archaeological or Historical Discoveries**

   In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

   1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
   2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
   3. Take reasonable steps to restrict access to the site of discovery.

   The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

2. **Environmental Compliance Reviews**

   This grant is approved for planning purposes; the Recipient, sub-recipient(s), and/or contractors are limited to activities and costs associated with planning, design, and coordination. All on-the-ground activities require individual site-specific compliance documentation (i.e., NEPA, ESA, NHPA, etc.) be received and approved by written confirmation from the Service prior to implementation of any activities in the field.

Terms and Conditions

1. **Buy America Provision**

   Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure

   As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

   None of the funds provided under this award may be used for a project for infrastructure unless:

   1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,

   2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the

manufactured product has been established under applicable law or regulation, and

3. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. Email all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)

2. Requesting entity name and Unique Entity Identifier (UEI)

3. Awarding bureau: U.S. Fish and Wildlife Service

4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)

5. Project title (Notice of Award, Block 8)

6. Federal Award Identification Number (Notice of Award, Block 4)

7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent know (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant PSC or NAICS code for each (see https://psctool.us/ and https://www.census.gov/naics/).
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to www.doi.gov/grants/buyamerica for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers at www.doi.gov/grants/BuyAmerica/ApprovedWaivers. The Service will notify Recipients of their waiver request determination by email.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission

facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

2. **U.S. Fish and Wildlife Service**

General Award Terms and Conditions

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31. See also the Department of the Interior's General Award Terms and Conditions on their website at: https://www.doi.gov/grants/doi-standard-terms-and-conditions.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than $500,000 except for awards of any amount to foreign public entities.

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: https://ibc.doi.gov/ICS/icrna.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

Not applicable to foreign public entities or foreign organizations.

43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than $100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, “Disclosure of Lobbying Activities” form to the USFWS. This form is available at: https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

National Policy Encouragements

Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

AWARD ATTACHMENTS

TEXAS PARKS AND WILDLIFE DEPARTMENT F23AF01785-00

1. Approved Compliance

Ref: Sport Fish Restoration, Federal Compliance Approval TX F-318-B-1

Project: Sabine River Authority - Van Zandt County Recreation Area - Lake Tawakoni

Approach:
The grant is approved for planning activities only for the construction of improvements to the public boating access facility at Van Zandt County Recreation Area, on Lake Tawakoni. Project elements include:

1. Courtesy Dock: 4 feet wide by 25 feet long gangway to a 6 foot wide by 120 foot long Tee with (5) 30 feet wide double slips. The courtesy dock will improve access and safety during boat launch and removal.
2. Wave break/jetty: 150 feet long by 25 feet wide; The breakwater will protect the boat ramp and courtesy dock from damaging wave action, making the launching of boats safer.
3. Shoreline stabilization: 200 feet long by 6 ft wide; The shoreline stabilization will reduce the effects of erosion, and the need for maintenance, for the useful life of the boat ramp.
4. Dredging: 200 linear feet long, by 50 feet wide, by approximately 6 feet deep; The dredging will increase the depth of the berthing area, improving boat ramp safety during launch and removal.
5. Lighting: 10 street-style lights, electrical rack, conduit, and wiring; The lighting will illuminate the boat ramp, courtesy dock, and parking area.
6. Restroom: 1 CXT style pre-fab restroom and site prep; The restroom will be located off the boat-ramp parking area providing an amenity to the boat ramp users.
7. Utilities: electrical, water, waste-water, and on-site sewage treatment; The utilities will provide water and electrical service to the boat ramp and boat ramp amenities.

A qualified firm has been selected for design and project oversight of all grant elements. TPWD will ensure no construction takes place on grant elements until all federal compliance is verified complete. TPWD ensures ADA compliance by requiring all projects to be registered and verified compliant by the Texas Department of Licensing and Regulation (TDLR). TPWD also requires all projects to provide 100% signed and sealed plans and specs for review prior to construction taking place

Endangered Species Act Determinations:
A biological evaluation will be developed, and appropriate determinations will be made for any listed species that may be affected by the project.

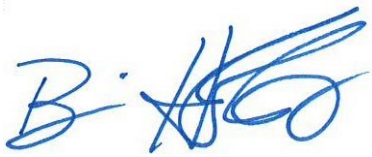
NHPA:
Cultural resources will be assessed, and a cultural resource survey will be conducted, if necessary. The Texas Historical Commission and appropriate tribes will be consulted prior to construction.

NEPA Determinations:

No extraordinary circumstances were triggered by this project so NEPA compliance for these projects has been determined by WSFR to be a categorical exclusion as provided by 516 DM 8, Appendix 1 and/or 516 DM 2, Appendix 1.

E (1) State, local, or private financial assistance (grants and/or cooperative agreements), including State planning grants and private land restorations, where the environmental effects are minor or negligible.

The project will fund the development of the appropriate NEPA documents.



Grant Manager

6/12/2023
Date

DEPARTMENT OF THE INTERIOR

OFFICE OF GRANTS MANAGEMENT (PGM)

GENERAL AWARD TERMS AND CONDITIONS

Effective: July 30, 2025

DEPARTMENT OF THE INTERIOR
General Award Terms and Conditions

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Recipients of Department of the Interior grants or cooperative agreements must comply with all applicable laws and policies, as well as all terms and conditions outlined and incorporated by reference in the Notice of Funding Opportunity (NOFO) or Notice of Award (NOA). This includes all Federal statutes and regulations relevant to Federal financial assistance.

In accepting this award the grant recipient agrees to operating in compliance in all respects with all applicable Federal anti-discrimination laws, and certify that it does not operate any programs promoting diversity, equity and inclusion programs that violate any applicable Federal anti-discrimination laws.

DEPARTMENT OF THE INTERIOR
FINANCIAL ASSISTANCE AWARD GENERAL TERMS AND CONDITIONS

Effective July 30, 2025

A. Acceptance of Terms and Conditions of Award

1. Recipients and subrecipients must accept Department of the Interior (DOI) grants and cooperative agreement awards (referred to as "awards") in accordance with the terms and conditions outlined in their Notice of Award.

2. Starting work, requesting funds, or electronically accepting the award indicates the recipient's acceptance of the award term and conditions. Once accepted, recipients must make their subrecipients and contractors aware of applicable award terms and conditions and ensure they comply with them.

3. Failure by a recipient or subrecipient to comply with the outlined terms and conditions or those in the official award document may result in DOI taking one or more "Remedies for Noncompliance" as described in the Uniform Guidance under 2 CFR §§ 200.339 through 200.343.

B. Recipient Responsibilities Regarding Subrecipients and Contractors

Recipients who pass Federal funds to subrecipients and contractors must ensure that the entities understand and comply with the applicable award statutes, regulations, and agency requirements. Recipients should carefully review their official award documents for any additional administrative and programmatic requirements. See also, 2 CFR § 200.332 "Requirements for pass-through entities."

C. Payments

1. For domestic financial assistance. Payment will be made by electronic drawdown reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System, unless there is an approved waiver in place. Recipient drawdowns must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements in carrying out the purposes of the approved program or project. The timing and amount of cash advances must be as close as is administratively feasible to the actual disbursements for direct program or project costs and the proportionate share of any allowable indirect costs.

2. For foreign Federal financial assistance awards. For foreign assistance awards where no US-based banking relationship exists, payments may be made using the standard method established by the Department of the Treasury for International Treasury Services (ITS).

II. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

These requirements are applicable to all awards except those to individuals (characterized by a person receiving an award separate from any business or organization they may own or operate). Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

A. Administrative Requirements

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402—Financial Assistance Interior Regulation and includes the following provisions:

- § 1402.112 What are the conflict-of-interest policies?
- § 1402.113 What are the mandatory disclosure requirements?
- § 1402.315, What are the Requirements for Availability of Data?

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). The requirements in 2 CFR §§200.321—323 do not apply to foreign public entities or foreign organizations.

B. Cost Principles

2 CFR Part 200, Subpart E—Cost Principles. These cost principles apply to all domestic and foreign non-Federal entities.

Exemptions. Some nonprofit organizations, because of their size and nature of operations, can be considered to be similar to for-profit organizations in terms of the applicability of cost principles. These nonprofit organizations must operate under Federal cost principles that apply to for-profit organizations located at 48 CFR 31.2.

Indirect Costs and Cost Allocation Plans:

- Institutions of Higher Education: Appendix III to 2 CFR Part 200
- Nonprofit organizations: Appendix IV to 2 CFR Part 200
- State/Local Governmentwide Central Service Cost Allocation Plans: Appendix V to 2 CFR Part 200
- Public Assistance Cost Allocation Plans: Appendix VI to 2 CFR Part 200
- States and Local Government and Indian Tribe Indirect Cost Proposals: Appendix VII to 2 CFR Part 200
- Nonprofit Organizations Exempted from Subpart E of 200: Appendix VII to 2 CFR Part 200
- Special Consideration for States, Local Government, and Indian Tribes set forth in § 200.416 through § 200.419

For-Profit Organizations, Individuals, and Others. For-profit organizations, individuals, and others not covered by provisions set forth in previous sections must follow 2 CFR 200.101 – Applicability

C. Audit Requirements

2 CFR Part 200, Subpart F—Audit Requirements. These audit requirements apply to U.S. states, local governments, Indian Tribes, institutions of higher education, and nonprofit organizations. They do not apply to foreign public entities, foreign organizations, or for-profit entities.

III. National Policy Requirements

The following statutory, regulatory, and national policy requirements apply to Federal agencies, for-profit organizations, foreign public entities, foreign organizations, nonprofits, and individuals receiving, or performing under Federal awards, unless otherwise described in this section.

A. Appendix A to 2 CFR Part 25 - Unique Entity Identifier and System for Award Management. Does not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office prior to award per 2 CFR §25.110(a)(2) and bureau or office policy.

B. Appendix A to 2 CFR Part 170 - Reporting Subaward and Executive Compensation Information. The Federal Funding Accountability and Transparency Act (FFATA) requires Federal award recipients to report information on subawards and executive total compensation. This applies to awards as defined in 2 CFR § 170.300. This applies to all recipients and subrecipients of Federal awards who meet the reporting requirements. It does not apply to individuals. See 2 CFR 170 for other exceptions.
Recipient must report it by month-end after the award to the FFATA Subaward Reporting System (FSRS) at www.fsrs.gov.

C. 2 CFR §175.15 - Award Term for Trafficking in Persons. Applies to awards to private entities as defined in 2 CFR §175.25(d), and to awards to states, local governments, Indian tribes, and foreign public entities if the recipient could provide funding under the award to a private entity subrecipient. Recipients receiving more than $500,000 for activities outside the U.S. must comply with the plan and certification requirements in 2 CFR 175.105(b) before receiving an award and submit an annual certification each year the award is in effect.

D. 2 CFR Part 184 - Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards. DOI sub-agency awards subject to this preference will include the Buy America Provision for Infrastructure.

E. **2 CFR Part 1400 - Nonprocurement Debarment and Suspension.** Recipients are responsible for ensuring they do not enter any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

F. **2 CFR Part 1401 - Requirements for Drug-Free Workplace (Financial Assistance).** Does not apply to foreign public entities or foreign organizations. See also 2 CFR Part 182 - Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

G. **43 CFR Part 18 - New Restrictions on Lobbying.** The Authorized Representative's signature on the Standard Form 424 Application for Federal Assistance for a DOI Bureau or Office confirms compliance with 43 CFR Part 18, Appendix A - Certification Regarding Lobbying. This means that Federal funds cannot be used for lobbying the government in connection with an award, and any use of non-Federal funds for lobbying must be reported (see 2 CFR § 200.450 Lobbying).

If a recipient requests or receives over $100,000 in Federal funding and makes or plans to make payments for lobbying with non-appropriated funds, they must submit Form SF-LLL (available at Grants.gov), known as "Disclosure of Lobbying Activities." For further details, refer to 43 CFR Part 18.110, which outlines certification and disclosure requirements. This rule does not apply to Tribes, Tribal organizations, or Indian organizations if their spending is permitted by other Federal laws.

H. **43 U.S.C. Chapter 46 - Geospatial Data, § 2801–2811.** The Geospatial Data Act of 2018 outlines specific requirements for Federal recipients when collecting or producing geospatial data using DOI financial assistance funds. Here is a summary of the key points:

- **Due Diligence Search:** Federal recipients must first check the GeoPlatform.gov list of datasets to see if the needed geospatial data, products, or services already exist.
- **Use of Existing Data:** If the required data is already available, recipients must use it rather than producing new data.
- **Production of New Data:** If the needed data is not available, recipients must produce new geospatial data, products, or services in accordance with guidance and standards established by the Federal Geospatial Data Committee (FGDC), which can be found at www.fgdc.gov.
- **Submission Requirements:** Recipients must submit a digital copy of all GIS data produced or collected under the award to the relevant bureau or office.
- **Data Format:** All GIS data files must be in an open format.
- **Metadata Requirements:** All delineated GIS data (such as points, lines, or polygons) should be compliant with approved open data standards and include complete feature-level metadata. These requirements ensure that geospatial data is managed efficiently, used appropriately, and made accessible in a standardized format for future use and sharing.

I. **5 U.S.C. Parts 1501-1508 and 7324-7328 - Hatch Act.** Recipients agree to comply, as applicable, with requirements of the Hatch Act, which limits certain political activities of

state or local government employees whose principal employment is in connection with an activity financed in whole or in part by Federal assistance.

J. **41 U.S.C. Part 6306. Prohibition on Members of Congress Making Contracts with Federal Government.** No member of or delegate to the U.S. Congress or Resident Commissioner shall be admitted to any share or part of the recipient's award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

K. **43 CFR Part 17. Nondiscrimination in Federally Assisted Programs of the Department of the Interior.** Discrimination on the basis of race, color, national origin, age and disability in programs or activities receiving Federal financial assistance is prohibited.

L. **42 U.S.C. Chapter 126. The Americans with Disabilities Act of 1990, entitled "Equal Opportunity for Individuals with Disabilities."** Discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation, is prohibited. Further, 42 U.S.C. Chapter 60, Subtitle C Part 60-1.4(b) is applicable in full enforcement by reference in these terms and conditions, including the equal opportunity clause and requirements for clauses in contracts for all construction projects receiving Federal financial assistance funding.

M. **28 CFR Section 35. Nondiscrimination on the Basis of Disability in State and Local Government Services.** Discrimination on the basis of disability by public entities is prohibited, as implemented under Subtitle A of Title II of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12131-12134), and amended by the ADA Amendments Act of 2008 (Pub. L. 110-325, 122 Stat. 3553).

N. **Homeland Security Presidential Directive 12.** The subrecipient or contractor must comply with personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under a subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

O. **35 U.S.C., Title 35, Part II, Chapter 18 - Patent Rights in Inventions Made with Federal Assistance.** Formerly known as the Patent and Trademark Act Amendments, the Bayh-Dole Act is a federal law enacted in 1980 that enables universities, nonprofit research institutions, and small businesses to own, patent, and commercialize inventions developed under Federally-funded research programs within their organizations. The law creates a uniform patent policy among the Federal agencies that fund research. The standard patent rights clause is set forth at 37 C.F.R, Chapter IV, Part 401 and included as needed at the program and award level.

P. **Executive Order No. 13043, Section 1(c) and (d) (1997) - Increasing Seat Belt Use in the United States.** DOI encourages recipients, including Tribal governments, to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Q. **Executive Order No. 13513, Section 4 (2009) - Federal Leadership on Reducing Text Messaging While Driving.** DOI encourages recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or a Government Owned Vehicle, or while driving a personally-owned vehicle when on official Government business or when performing any work for or on behalf of the Government.

IV. Recipient Integrity and Performance

Award Term and Condition for Recipient Integrity and Performance Matters: Appendix XII to 2 CFR Part 200. Applies to awards with a total Federal share of more than $500,000, except for awards to foreign public entities. See also § 200.113 Mandatory Disclosures.

Scientific Integrity Statement

Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to http://www.doi.gov, or its equivalent as provided by their organization or State law.

V. Future Budget Periods

When it is anticipated that the period of performance will include multiple budget periods, the bureau or office will state in the Notice of Award that subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

VI. Termination Provisions

Per § 200.340 Termination, the Federal award may be terminated in whole or in part as follows:

- By the DOI sub-agency or pass-through entity, if the recipient or subrecipient fails to comply with the terms and conditions of the award.
- By the DOI sub-agency or pass-through entity with the consent of the recipient or subrecipient, in this case, both parties must agree on the termination conditions, including the effective date and, for partial termination, specify which parts will be terminated.
- By the recipient or subrecipient by providing written notice to the DOI sub-agency or pass-through entity, stating the reasons for the termination, the effective date, and, for partial termination, the portion to be terminated. However, if the DOI sub-agency or pass-through entity determines that the remaining portion will not achieve the purpose of the award, they may terminate the entire Federal award.
- By the DOI sub-agency or pass-through entity in accordance with the terms of the Federal award, including, if authorized by law, if the award no longer meets program goals or DOI priorities.

VII. FEDERAL AWARD SPECIFIC TERMS AND CONDITIONS

DOI sub-agency providing direct funding for the project will add specific terms and conditions based on § 200.208 Specific Conditions.

VIII. FEDERAL AGENCY REQUIREMENTS

DOI sub-agency providing direct funding for the project will incorporate other requirements.

TEXAS PARKS AND WILDLIFE DEPARTMENT

RECREATION GRANTS BRANCH MANUAL
SEPTEMBER 2025

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Definitions

Application - The document(s) submitted in response to a Request for Applications or other Notice of Funding Opportunity for financial assistance.

Award – The grant agreement.

Pass-through entity - A grant recipient or sub-recipient that provides a subaward to a subrecipient to carry out part of a state or federal program. The authority of the pass-through entity flows through the subaward agreement between the pass-through entity and sub-recipient.

Period of Performance - The time during which the recipient or sub-recipient may incur new obligations to carry out the work authorized under the award.

Recipient - Refers to both grant recipients and sub-recipients. It does not include a beneficiary or participant.

Subaward - An award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a state or federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant.

Acronyms

Branch – Recreation Grants Branch

GAGAS - Generally Accepted Government Auditing Standards

GASB – Government Accounting Standards Board

NOFO – Notice of Funding Opportunity

PII – Personally Identifiable Information

RGO – Recreation Grants Online

SAM - System for Award Management

TPWD - Texas Parks and Wildlife Department

TXGMS - Texas Grant Management Standards

UEI - Unique Entity Identifier

Introduction

Purpose

The purpose of this manual is to provide an overview of the standards and requirements for the application, evaluation and award of all grants administered by the Texas Parks and Wildlife Department's Recreation Grants Branch. The

Recreation Grants Manual is adopted by reference under the Texas Administrative Code Title 31; Part2; Rule 61.132 and replaces the previous Local Park Grants Manual PWD RP P4000-1445.

Authority

TPWD authority for the Recreation Grants Programs is provided in the following State Statutes:

1. Parks and Wildlife Code Chapter 11 Subchapter C Special Accounts
2. Parks and Wildlife Code Chapter 13 Subchapter D Participation in Federal Programs
3. Parks and Wildlife Code Chapter 24 State Assistance for Local Parks
4. Parks and Wildlife Code Chapter 29 Off-Highway Vehicle Trail and Recreational Area Program
5. Tax Code Subchapter M Disposition of Proceeds
6. General Appropriations Act

About Recreation Grants Branch

The Recreation Grants Branch is housed within the State Parks Division and supports the Texas Parks and Wildlife Department mission by administering federal and state grant funds to manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations. This is accomplished by providing competitive state and federal grant funding opportunities to eligible entities throughout Texas.

The Recreation Grants Branch adheres to the TPWD's core values of Stewardship, Service, Excellence, Integrity and Teamwork by striving to fulfill our Vision:

"We will be the leaders in recreational grants management while delivering the highest quality customer service.

We will be agents of positive change by providing access to sustainable recreational opportunities for the wellness and enjoyment of all people.

We will manage our resources responsibly, inspiring generations of future stewards."

The Branch's grant opportunities come from both state and federal funding sources. Each funding source provides unique guidance; therefore, it is not possible to streamline all aspects of the grant process. This manual captures those areas where the Recreation Grants Branch identified or established commonalities across programs.

Grant funding administered by the Recreation Grants Branch is divided into five main programs. Each program includes one or more grant opportunities and/or funding sources; each with their own standards and requirements for application, evaluation, and award. Program specific requirements can be found in the Program Guidance Manuals for each located under Information in the Recreation Grants Online Resources menu.

The five main programs and the various grant opportunities are listed below:

1. Boating Grants Program
    a. Boating Access Grant
    b. Boating Infrastructure Grant
    c. Clean Vessel Grant
2. Community Outdoor Outreach Program Grants
3. Local Park Grants Program
    a. Urban and Non-urban Outdoor Recreation Grants
    b. Urban and Non-urban Indoor Recreation Grants
    c. Small Community Recreation Grants

   d. Outdoor Recreation Legacy Partnerships Grants
   e. Readiness and Environmental Protection Integration – Readiness and Recreation Initiative Grants
4. Recreational Trails Grants Program
   a. Non-motorized Recreational Trails Grants
   b. Motorized Recreational Trails Grants
   c. Motorized OHV Decal Grants
5. Target Range Grants Program

Compliance

Laws, Policy and Guidance

Although each grant opportunity has unique rules, all grants must conform to the following laws, policies, and guidance as applicable:

1. Texas Government Code Chapter 783 Uniform Grant and Contract Management apply to state and local governments.
2. Texas Grant Management Standards (TXGMS) applies to those grants and contracts governed by Chapter 783 of the Texas Government Code. To further consistency and accountability across federal and state grant programs, TPWD applies the TXGMS to all entities that receive grant funds regardless of whether TXGMS is mandated by statute.
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) apply to all federal grants.

When state funds are allocated to a federal grant program, federal laws, policy and guidance will apply. Exceptions to this may occur when state and federal law, policy or guidance conflicts with one another. In that case, the Director of Recreation Grants will consult with TPWD legal counsel.

To ensure a seamless adoption of changes to state and federal laws and regulations, this document is automatically amended to include all modifications to any associated state or federal regulations that occur after the publication date.

Conflict of Interest Standards

The applicant must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent, board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, an unsolicited item of nominal value may be accepted under a written policy of the recipient.

If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Reporting Suspected Fraud and Unlawful Conduct

Recipient 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.

Mandatory Disclosures

An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Standard Financial Management Conditions

The term "financial management conditions" refers to generally applicable policies and procedures for the accounting, reporting, and management of funds that state agencies require Recipients to follow in the administration of grants and contracts. The financial management conditions vary depending on the funding source and type of transaction. Therefore, the Standard Financial Management Conditions are categorized according to federal grant programs and state grant programs. Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and ineligibility for future grants.

Federal Grant Programs

For federally funded grant programs administered by the State, a subrecipient must comply with the Standard Financial Management Conditions that comprise the following:

(1) the federal program legislation as well as any associated regulations and program-specific policy statements issued by the Federal awarding agency,

(2) the Uniform Guidance and any applicable Federal awarding agency regulations located in Subtitle B of Title 2 of the Code of Federal Regulations,

(3) as permitted by the Uniform Guidance, a state agency's subaward may include additional specific award conditions, and

(4) requirements the state agency imposes on the subrecipient in order for the state agency to meet its own responsibility to the Federal awarding agency (e.g., the applicable terms and conditions of the Federal agency's award).

In addition, recipients must comply with applicable state law and fiscal policy in the administration of federal grant programs.

State Grant Programs

For grant programs wholly funded by the State, a Recipient under a grant from a state agency must comply with the Standard Financial Management Conditions in the Texas Grant Management Standards published by the Texas Comptroller's Office.

Statutory and Policy Requirements

The Recipient is responsible for complying with all requirements of the state award. The Recipient must manage and administer the state award in a manner to ensure that funding provided through the state award is expended and associated programs are implemented in full accordance with state law and public policy requirements.

Financial Management

Each recipient must expend and account for the state award in accordance with applicable laws for expending and accounting for the recipient's funds. All recipient financial management systems, including records documenting compliance with applicable statutes, regulations, and the terms and conditions of the state award, must be sufficient to permit the preparation of reports required by the terms and conditions, and tracking expenditures adequate to establish that funds have been used in accordance with the applicable laws, rules, and terms and conditions of the state award. The recipient's financial management system must provide for the following:

(1) Identification of all state awards received and expended and the state programs under which they were received. State program and state award identification must include, as applicable, the state award identification number, year the state award was issued, and name of the state agency or pass-through entity.

(2) Accurate, current, and complete disclosure of the financial results of each state award or program in accordance with the reporting requirements in the Financial Reporting and Monitoring and Reporting Program Performance sections of TXGMS.

(3) Maintaining records that sufficiently identify the amount, source, and expenditure of state funds for state awards. These records must contain information necessary to identify state awards, authorizations, obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and assets. The recipient must safeguard all assets and ensure they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each state award.

(6) Written procedures to implement the requirements of the Payment section of TXGMS.

(7) Written procedures for determining the allowability of costs in accordance with the TXGMS Cost Principles section and the terms and conditions of the state award.

Internal Controls

The Recipient must:

(1) establish, document, and maintain effective internal control over the award that provides reasonable assurance that the recipient is managing the award in compliance with statutes, rules, and the terms and conditions of the award;

(2) comply with statutes, rules, and the terms and conditions of the award;

(3) evaluate and monitor compliance with statutes, rules, and the terms and conditions of awards;

(4) take prompt action when instances of noncompliance are identified; and

(5) take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

Cost Principles

General Provisions

The application of these Cost Principles is based on the following fundamental premises:

(1) The Recipient is responsible for the efficient and effective administration of the award through sound management practices.

(2) The Recipient assumes responsibility for administering grant funds in a manner consistent with state and federal statutes, regulations, and the terms and conditions of the award.

(3) The Recipient is responsible for employing organization and management techniques necessary to ensure the proper and efficient administration of the award.

(4) The accounting practices of the Recipient must be consistent with these cost principles and support the accumulation of costs as required by these cost principles, including maintaining adequate documentation to support costs charged to the award.

(5) The Recipient may not earn or keep any profit resulting from financial assistance, unless explicitly authorized by law and the terms and conditions of the award.

Allowability of Costs

Except where otherwise authorized by statute, costs must meet the following criteria to be allowed under awards:

(1) Be necessary and reasonable for the performance of the award and be allocable thereto under these principles

(2) Conform to any limitations or exclusions set forth in these principles or in the award as to types or amount of cost items.

(3) Be consistent with policies and procedures that apply uniformly to both grant-financed and other activities of the Recipient.

(4) Be accorded consistent treatment. For example, a cost must not be assigned to a state or federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the state or federal award as an indirect cost. (No double dipping.)

(5) Be determined in accordance with GASB standards.

(6) Be adequately documented.

Reasonable Costs

A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration must be given to the following:

(1) whether the cost is generally recognized as ordinary and necessary for the Recipient's operation or the proper and efficient performance of the award;

(2) the restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the award;

(3) market prices for comparable costs for the geographic area;

(4) whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the organization, its employees, the public at large, and the state or federal government; and

(5) whether the cost represents a deviation from the Recipient's established written policies and procedures for incurring costs.

Allocable Costs

The cost is allocable to an award if the cost is assignable to that award in accordance with the relative benefits received. This standard is met if the cost satisfies any of the following criteria:

(1) is directly related or incurred specifically for the award;

(2) benefits both the award and other work of the Recipient and can be distributed in proportions that may be approximated using reasonable methods; or

(3) is necessary to the overall operation of the Recipient and is assignable in part to the award in accordance with these cost principles.

Application

Notice of Funding Opportunities are announced via the Recreation Grants E-newsletter. Sign up on our website: Texas Parks and Wildlife Department

Recreation Grants Online

Recreation Grants Online (RGO) is an integrated grants management system. All competitive grant opportunities offered by the Branch are made available and administered through Recreation Grants Online .

The Recreation Grants Branch will not accept or evaluate a project proposal that is not submitted via Recreation Grants Online .

Resolution

A resolution, motion or similar action must be adopted or passed as an official act of the applicant's governing body, and must contain the following, as applicable :

1. Authorizes the filing of the application, including all understandings and assurances contained therein.
2. Directing and authorizing the person identified as the official representative, or the designee of Recipient to act in connection with the application and to provide such additional information as may be required.
3. Certifying that sufficient funds are available to meet its share, if any, of the cost of the project.
4. Certifying that acquired or developed areas will be operated and maintained at the expense of the subdivision for public outdoor/indoor recreation use.
5. Any program specific requirements listed in the grant program guidance manual.

Eligibility

The Branch will not score an application that is submitted by an ineligible entity.

The Branch will not score an application that is not administratively complete. An administratively complete application is an application that is in substantive compliance with the requirements determined by the Branch.

If an applicant is compliant with the conditions of previous grant agreements with TPWD, the application will be reviewed and considered for funding. If the applicant is not in compliance with previous grant agreements, Branch Management may request the applicant submit an action plan for addressing deficiencies or problematic issues. If the applicant is unable to provide, to Branch Management's satisfaction, evidence that the deficiencies or problematic issues in question can or will be resolved, TPWD may choose not to score the application or consider it further.

Evaluation

The grant evaluation process is designed to ensure a fair and equitable evaluation of all applications for grant assistance. All applications are initially reviewed for eligibility by Branch staff. All eligible applications are then ranked by a review committee according to the priorities or scoring criteria for that grant program. Grant review committee members may come from inside or outside the agency and must sign a conflict-of-interest disclosure prior to participation. The committee recommendations are sent through the appropriate TPWD signature and approval process. Each grant application must follow the evaluation and approval requirements set forth in that grant program's laws, policies, and guidance.

Applications for grants shall be scored according to the provisions of the grant program applied and shall be ranked in relation to the scores of other applications under consideration.

Once approved by TPWD, federally funded awards must be submitted to the federal awarding agency for final approval. State funded grants will move directly into the award phase.

Pre-Award Risk Review of Applicants

Prior to making an award, TPWD must review the risk posed by grant applicants. As part of the pre-award risk review, TPWD may review eligibility qualifications and financial integrity information available through government repositories such as the System for Award Management (SAM.gov). Awards may not be made to entities that are subject to suspension or debarment as indicated on the Texas Debarred Vendor List or System for Award Management.

This assessment helps identify risks that may affect the advancement toward or the achievement of a project's goals and objectives. Risk assessments assist grant program managers in determining appropriate resources and time to devote to project oversight and monitor recipient progress. If TPWD determines that a subaward will be made, specific conditions that correspond to the degree of risk assessed may be applied to the award. In evaluating risks posed by applicants, TPWD may consider the following:

(a) financial stability;

(b) the applicant's record of effectively managing financial risks, assets, and resources;

(c) quality of management systems and ability to meet the management standards;

(d) the applicant's record of managing previous and current awards, including compliance with reporting requirements and conformance to the terms and conditions of state and federal awards, if applicable;

(e) reports and findings from audits performed, if applicable; and

(f) the applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on the grantee via the award.

Award

Pre-Agreement Elements Required

During the pre-agreement phase, programmatic and/or financial documentation may be requested from the grantee through the RGO system. Specific to each grant program, the project may also enter an environmental evaluation process during this phase.

Agreement Process

During the award phase, a grant agreement is produced using a template approved by the TPWD's Legal Division.

The Recipient must enter into a written grant agreement with TPWD. The terms and conditions of the grant agreement with the Recipient must address, as applicable, the following: Uniform Assurances, Standard Financial Management Conditions, program legislation, program specific requirements, relevant public policy requirements, including General Appropriations Act provisions, and specific conditions tailored to the Recipient.

Revision of Budget and Grant Agreement

The Recipient is required to report deviations from the approved budget, project or program scope, or objective, and request prior written approval from TPWD for budget and program plan revisions. The Recipient must request prior written approval from TPWD for one or more of the following programs and budget-related reasons:

(1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(2) Change in key personnel (including employees and contractors) that are identified by name or position in the award.

(3) The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the award over the course of the period of performance, by the approved project director or principal investigator.

(4) The inclusion of costs that require prior approval in accordance with TXGMS.

(5) The transfer of funds budgeted for participant support costs to other budget categories.

(6) Subaward activities not proposed in the application and approved in the award.

(7) Changes in the total approved cost sharing amount.

(8) The need arises for additional funds to complete the project.

(9) Transferring funds between the construction and non-construction work under the award.

(10) A no-cost extension (meaning an extension of time that does not require the obligation of additional funds) of the period of performance.

(11) Other circumstances specified in the award.

Payments

TPWD distributes grant money on a reimbursement basis within 30 calendar days after receipt of a complete and correct request for payment. TPWD will notify the Recipient of an error in a request for payment, including incomplete supporting

documentation, no later than the 21st day after the date the invoice is received. Exceptions to this rule may be made during holidays or at the end of the Fiscal Year.

Under limited circumstances, Recipients may request an advance payment. Grant payments by the advanced method involve TPWD providing funds to the Recipient before expenses are incurred. This method is used to provide Recipients with upfront cash flow to support their projects. The advance payment is currently available on a case-by-case basis and must be reviewed by the Recreation Grants Director for approval. If approved, funds must be spent within three months. Supporting documentation must be submitted to TPWD prior to any future grant payments.

For more detailed information, please refer to the Recreation Grants Branch Payment Guidance document found under the resources tab in RGO.

Reporting

Recipients must submit quarterly performance reports 30 calendar days after the reporting period unless otherwise specified in the award. Final performance reports are due 90 calendar days after the conclusion of the period of performance for construction grants and 45 calendar days for the Community Outdoor Outreach Program grants.

Reports must be submitted through Recreation Grants Online.

When a significant development that could impact the award occurs between performance reporting due dates, the Recipient must notify TPWD. Significant developments include problems, delays, or adverse conditions that will impact the Recipient's ability to meet milestones or the objectives of the award. When significant developments occur, the Recipient must include information on their plan for corrective action and any assistance needed to resolve the situation. TPWD may conduct in-person or virtual site visits as warranted.

Period of Performance

A Recipient may charge to the award only allowable costs incurred during the period of performance and any costs incurred before TPWD made the award that were authorized by TPWD.

Close Out

TPWD will close out the award when it determines that all applicable administrative actions and all required work of the award have been completed by the Recipient. Closeout activities include the following:

(1) The Recipient must submit all required reports.

(2) The Recipient must liquidate all obligations incurred under the award no later than the liquidation date indicated in the award or 90 calendar days after the conclusion of the period of performance for construction grants and 45 days for the Community Outdoor Outreach Program grants.

(3) Closeout activities are not complete if payment by TPWD to the Recipient is outstanding for allowable reimbursable costs under the award being closed out.

(4) The Recipient must promptly refund any unobligated funds that TPWD paid and that are not authorized to be retained.

(5) Consistent with the terms and conditions of the award, TPWD must make all necessary adjustments to the state share of costs after closeout reports are received (for example, to reflect the disallowance of any costs or the de-obligation of an unliquidated balance).

(6) The Recipient must account for any property acquired with state grant funds in accordance with the Property Standards and Performance and Financial Monitoring and Reporting sections of the TXGMS; or with the Property Standards 2 CFR 200.310 – 200.316 for property acquired with federal grant funds.

Collection of Amounts Due

Any state or federal funds paid to the Recipient in excess of the amount that the Recipient is determined to be entitled to under the award constitute a debt to the State of Texas.

Remedies for Noncompliance

Additional Specific Conditions and Corrective Action

TPWD may implement specific conditions if the Recipient fails to comply with statutes, rules, or the terms and conditions of the award, under the following circumstances:

(1) when a Recipient has a history of failure to comply with the terms and conditions of awards;

(2) when a Recipient fails to meet expected performance goals contained in award; or

(3) when a Recipient has inadequate financial capability to perform the award.

Specific conditions may include the following:

(1) requiring payments as reimbursements;

(2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;

(3) requiring additional or more detailed financial reports;

(4) requiring additional project monitoring;

(5) requiring the Recipient to obtain technical or management assistance; or

(6) establishing additional prior approvals.

Prior to imposing specific conditions, TPWD will notify the Recipient as to:

(1) the nature of the specific conditions;

(2) the reason why the specific conditions are being imposed;

(3) the nature of the action needed to remove specific conditions;

(4) the time allowed for completing the actions; and

(5) the method for requesting TPWD to reconsider imposing a specific condition.

Once the circumstances that prompted the imposition of the specific conditions have been corrected, TPWD will remove the specific condition(s) upon written request of the Recipient. If TPWD determines that noncompliance cannot be remedied by imposing additional conditions, TPWD may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold payments until the Recipient takes corrective action;

(2) Disallow costs for all or part of the activity associated with the noncompliance;

(3) Suspend or terminate the award in part or in its entirety;

(4) Withhold further grant funds (new awards or continuation funding) for the project or program; and

(5) Pursue other legally available remedies.

Termination

The state award may be terminated in part or in its entirety as follows:

(1) By TPWD if the Recipient fails to comply with the terms and conditions of the award.

(2) By TPWD with the consent of the Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

(3) By the Recipient upon sending TPWD a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if TPWD determines that the remaining portion of the award will not accomplish the purposes for which the award was made, TPWD may terminate the award in its entirety.

(4) By TPWD for cause.

(5) By TPWD for convenience.

Notification of Termination Requirement

TPWD will provide written notice of termination to the Recipient unless the award is being terminated by the Recipient. If the Recipient initiates the termination of the award, then the recipient must provide written notice of the termination to TPWD. The written notice of termination should include the reasons for termination, the effective date, and the portion of the award to be terminated, if applicable.

Opportunity to Object or Appeal

Upon initiating a remedy for noncompliance (for example, disallowed costs, a corrective action plan, or termination), TPWD will provide the Recipient with an opportunity to object and provide information challenging the action.

Effects of Suspension and Termination

Costs to the Recipient resulting from obligations incurred by the Recipient during a suspension or after the termination of an award are not allowable unless TPWD expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(1) the costs result from obligations that were properly incurred by the Recipient before the effective date of suspension or termination, and not in anticipation of it; and

(2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

Post Award

Audits

A Recipient that expends $1,000,000 or more during its fiscal year in state or federal awards must have either a Financial Audit or Program-specific Audit conducted for that year in accordance with audit requirements in the TXGMS or 2 CFR

200. TPWD may also require an independent audit to be conducted based on factors other than monetary threshold. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

A Recipient that is exempt from state audit requirements must keep its records available for review or audit by appropriate officials of TPWD and the Texas State Auditor's Office. Required audits will be conducted on an annual basis. If the auditee is required by statute to undergo its audits less frequently than annually, then the auditee shall perform its audit biennially.

Instead of a Financial Audit or Program specific Audit, TPWD, at its discretion, may accept the single audit of the Recipient prepared in compliance with the Uniform Guidance if TPWD determines that the federal single audit sufficiently addresses internal controls and other grant requirements as they relate to the particular state award.

Records Retention

The Recipient will maintain and retain records pertinent to the award (e.g., financial records, performance records, supporting documents) until the third anniversary of the later date of the grant completion or expiration, or the resolution of all issues that arose from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the grant or documents.

TPWD, the State Auditor's Office, or any of their authorized representatives, must have the right of access to any documents, papers, financial statements, or other records of the Recipient that are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but lasts as long as the records are retained.

Post-Closeout Adjustments and Continuing Responsibilities

The closing out of the award does not affect any of the following:

(1) The right of TPWD to disallow costs and recover funds based on a later audit or review. However, TPWD must make determinations to disallow costs and notify the Recipient within the record retention period.

(2) The Recipient's obligations to return funds or right to receive any remaining and available funds as a result of refunds, corrections, final indirect cost rate adjustments, or other transactions.

(3) Audit Requirements of TXGMS or 2 CFR 200.

(4) Property management and disposition requirements specified in the award.

(5) Records retention as required.

(6) Any program specific requirements listed in the grant program guidance manual.

Contact Information

Main Phone Line	512-389-8224
Email	Rec.Grants@TPWD.Texas.Gov
Website	https://tpwd.texas.gov/business/grants/recreation-grants/
Apply/Manage	https://tpwd-recgrants.intelligrants.com
Grant Email Updates	https://public.govdelivery.com/accounts/TXPWD/subscriber/new?topic_id=TXPWD_299

TPWD receives federal assistance from the U.S. Fish and Wildlife Service and other federal agencies and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and state anti-discrimination laws which prohibit discrimination the basis of race, color, national origin, age, sex or disability. If you believe that you have been discriminated against in any TPWD program, activity or facility, or need more information, please contact Civil Rights Coordinator for Public Access, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, Mail Stop: MBSP-4020, Arlington, VA 22203.

TEXAS PARKS AND WILDLIFE DEPARTMENT

RECREATION GRANTS BRANCH

BOATING ACCESS PROGRAM GUIDANCE 2025

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Definitions

For the purposes of this document, the following definitions apply:

Closeout means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in § 200.344.

Cost sharing means the portion of project costs not paid by Federal funds or contributions (unless otherwise authorized by Federal statute). This term includes *matching,* which refers to required levels of cost share that must be provided. See also § 200.306.

Pass-through entity (PTE) means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

Period of performance means the time interval between the start and end date of a Federal award, which may include one or more budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

Public access refers to people in general and is not limited to a particular group.

Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Redevelopment means "to develop again." Redevelopment of existing boating access areas includes demolition of obsolete facilities and the construction of new facilities.

Renovation is defined in terms of "to renew or make over". Work on existing facilities to completely renew, update, or modernize such facilities so the finished product will meet present-day standards and be comparable with newly constructed similar facilities.

Repair and maintenance normally consist of minor work intended to mend a specific part of a facility which has become broken or otherwise inoperative, to return it to a useful state. **NOT** eligible for grant funding.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such an award. A subrecipient may also be a recipient of other Federal awards directly from a federal awarding agency.

Overview

The purpose of this Program Guidance is to provide an overview of the standards and requirements for the application, evaluation and award of Boat Access Grants administered by the Texas Parks and Wildlife Department's Recreation Grants Branch.

About

The Boat Access Grant Program awards federal grant funds for projects that provide public access to waterways. The Texas Parks and Wildlife Department (TPWD) acts as the pass-through entity by partnering with local governments to fund new construction, renovation, or redevelopment of public boat ramps and support facilities that provide benefits to recreational boaters.

The Boat Access Grant Program is administered through two phases:

Phase 1: Planning & Design Grant – to complete all pre-construction compliance requirements and receive a Notice to Proceed with Construction from the Federal agency.

Phase 2: Construction Grant – to complete project elements approved through the Phase 1, Planning and Design Grant.

Applicants must apply for and complete a Phase 1 Planning & Design Grant before they can be considered for a Phase 2 Construction Grant. All awards and phases are subject to available funding.

Funding

Funding for the Boat Access Program comes from the Sport Fish Restoration & Boating Trust Fund which is derived from:

- Federal excise taxes on boating and angling equipment
- Import duties on boating and angling equipment
- Portion of gasoline tax attributable to motorboats and small engines
- Interest earned on the Trust Fund

These funds are apportioned to each state based on a formula which includes land area, number of paid license holders, minimums, and maximums. This funding is utilized internally by TPWD, as well as externally for projects through the Boat Access Grant Program.

The maximum amount which may be requested for the Phase 1: Planning & Design Grant is $250,000 in grant funds.

To receive the Phase 2 Construction Grant, the subrecipient must successfully complete Phase 1 and request funding for Phase 2. Projects ready for Phase 2 will be funded on a first come first serve basis, as funding becomes available. Receiving a Planning and

Design Grant does not guarantee that funding will be immediately available for the Construction Phase.

Both phases require a 25% cost share or match.

Authority

TPWD authority for the Boating Access Program is provided in the following Federal and State Statutes:

1. Parks and Wildlife Code Chapter 13 Subchapter D Participation in Federal Programs
2. Federal Aid in Sport Fish Restoration Act of 1950 aka Dingell Johnson Sport Fish Restoration Act

Policy and Guidance

1. 2 CFR 200 contains the uniform administrative requirements, cost principles and audit requirements for federal grant funds
2. 50 CFR 80 contains the administrative requirements of the Pittman-Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Acts
3. Texas Grant Management Standards (TxGMS) contains uniform assurances and standard financial management conditions to promote the efficient use of public funds in programs requiring cooperation among local, state, and federal agencies.

Application

The application deadline is 5:00pm CST, FEBRUARY 2, 2026.

Recreation Grants Online

Recreation Grants Online (RGO) is an integrated grants management system. All competitive grant opportunities offered by the Recreation Grants Branch (Branch) are made available and administered through Recreation Grants Online.

Notice of Funding Opportunities are announced via the Recreation Grants Newsletter. Sign up for Grant Opportunities from Texas Parks and Wildlife Department here: TPWD Updates .

To apply for the Boating Access grant competition the local government entity must create an account in RGO if it does not already have one. An account can be created at http://tpwd-recgrants.intelligrants.com/.

Additional resources can be found in RGO through the "RGO Resources" link located at the top, left-hand portion of your screen. If you have any technical questions about how to use the online application site, contact rec.grants@tpwd.texas.gov. Technical support is available Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

Once in RGO, the designated administrator for an organization can assign and manage other user accounts to specific grant opportunities. More information on getting started in RGO can be found on the RGO Resources tab.

Eligibility Requirements

The Recreation Grants Branch will not accept or evaluate a project proposal that is not submitted via Recreation Grants Online.

The Branch will not score an application that is submitted by an ineligible entity.

The Branch will not score an application that is not administratively complete. An administratively complete application is an application that is in substantive compliance with the requirements determined by the Branch.

If an applicant is compliant with the conditions of previous grant agreements with the Branch, the application will be reviewed and considered for funding. If the applicant is not in compliance with previous grant agreements, Branch Management may request the applicant submit an action plan for addressing deficiencies or problematic issues. If the applicant is unable to provide, to Branch Management's satisfaction, evidence that the deficiencies or problematic issues in question can or will be resolved, the Branch may choose not to score the application or consider it further.

Eligible Applicants

Eligible applicants include political subdivisions of the State of Texas legally responsible for providing public recreation services to their citizens. This includes cities, counties, river authorities, water districts, and other political subdivisions organized under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution.

Legal Authority to Apply for the Grant

According to the Texas Grant Management Standards the applicant must represent that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the position identified as the official representative, or the designee of applicant to act in connection with the application and to provide such additional information as may be required.

1. A copy of the resolution, motion or similar action must be submitted at the time of application and should include the following:
2. Certification that the applicant is eligible to receive assistance under the Boat Access Program.
3. Identifies the title/position designated to act for the subrecipient in dealing with TPWD for the purposes of the grant.

4. Certifies that sufficient funds are available to meet applicant's share, if any, of the cost of the project.
5. Developed areas will be operated and maintained at the expense of the applicant for public outdoor recreation use.
6. The facility will be open to the general public.

Unique Entity Identifier

Applicants must obtain and provide a valid Unique Entity Identifier (UEI) from SAM.gov https://sam.gov/content/home to apply and receive a grant through the Recreation Grants Branch. Applicants are not required to complete a full SAM registration to obtain a UEI.

Legal Control of Property

Applicants requesting funds are required to have full legal control of the property proposed for development. According to 50 CFR 80.132:

The subrecipient must control the parcel of land and water on which it completes a grant-funded capital improvement. The subrecipient must exercise this control by holding title to a fee or leasehold interest or through another legally binding agreement. Control must be adequate for the protection, maintenance, and use of the improvement for its authorized purpose during its useful life even if the subrecipient did not acquire the parcel with grant funds.

Match Requirements

Grant funds are provided on a matching basis with the subrecipient providing 25% of the project costs. The match MUST be available at the time of application. According to 50 CFR Part 80.85 the requirements that apply to match include:

1. Match may be in the form of cash or in-kind contributions.
2. Unless authorized by Federal law, the subrecipient must **not**:
   - Use as match Federal funds or the value of an in-kind contribution acquired with Federal funds; or
   - Use the cost or value of an in-kind contribution to satisfy a match requirement if the cost or value has been or will be used to satisfy a match requirement of another Federal grant, cooperative agreement, or contract.

In kind contributions must provide letters of commitment from project partners. All letters of commitment must state what they are providing, the total value of the contribution, how the value was assessed, and be signed on official letterhead by the organization's governing body.

Project Standards

Construction projects are individual projects and may include new construction, renovation and/or redevelopment. General repair and maintenance projects are **not** eligible.

Boating access facilities should be attractive to the public and harmonious with the natural environment. In general, new developments and improvements should be designed to avoid or minimize harm to the natural setting, accommodate the number and types of proposed uses, and be consistent with topographic limitations of the site. Emphasis should be given to public health, safety, the natural environment, barrier-free access, and the protection of recreational and community values of the area.

All recreational facilities developed with grant assistance must be designed in accordance with the Texas Architectural Barriers Act and must comply with the Americans with Disabilities Act (ADA). Texas Accessibility Standards can be found on the Texas Department of Licensing & Registration's website https://www.tdlr.texas.gov/ab/abtas.htm

Cost Principles

Except where otherwise authorized by statute, costs must meet the following criteria to be allowed under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

(c) Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the recipient or subrecipient.

(d) Be accorded consistent treatment. For example, a cost must not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for State and local governments and Indian Tribes only, as otherwise provided for in this part.

(f) Not be included as a cost or used to meet cost sharing requirements of any other federally financed program in either the current or a prior period. See § 200.306(b).

(g) Be adequately documented. See §§ 200.300 through 200.309.

Factors affecting allowability of costs

https://www.ecfr.gov/current/title-2/section-200.403

A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost.

https://www.ecfr.gov/current/title-2/section-200.404

A cost is allocable to a Federal award or other cost objective if the cost is assignable to that Federal award or other cost objective in accordance with the relative benefits received. This standard is met if the cost satisfies any of the following criteria:

(1) Is incurred specifically for the Federal award;

(2) Benefits both the Federal award and other work of the recipient or subrecipient and can be distributed in proportions that may be approximated using reasonable methods; or

(3) Is necessary to the overall operation of the recipient or subrecipient and is assignable in part to the Federal award in accordance with these cost principles.

https://www.ecfr.gov/current/title-2/section-200.405

Allowable and Unallowable Costs

This section details the allowable and unallowable expenses for Boating Access grants. Read these instructions carefully as any unallowable expenses on the proposed budget may result in the removal of your application from consideration.

Primary project purpose must be to benefit recreational boaters, and other uses must be incidental or secondary. If the primary project purpose is to benefit users who are not recreational boaters, program funds may only be used to the extent that recreational boaters use a facility, and other expenses must be matched through other methods. For example, if survey information shows that only 40% of facility's users are recreational boaters, program funds can account for no more than 40% of project costs

In accordance with 50 CFR 80.54, the following activities are ineligible for funding:

(a) Law enforcement activities.
(b) Public relations activities to promote the organization.
(c) Activities conducted for the primary purpose of producing income.
(d) Activities, projects, or programs that promote or encourage opposition to the regulated taking of fish, hunting, or the trapping of wildlife.

Pre-Award Costs

Pre-Award costs are allowable for professional services during Phase 1, Planning and Design Grant only. Organizations must submit all pre-award costs to TPWD prior to the application being submitted to FWS. All pre-award costs being requested MUST have the actual INVOICE as well as the PROOF OF PAYMENT, to be considered as allowable costs of the grant.

The applicant may incur costs before the beginning of the grant period according to 50 CFR Part 80.94 .

A subrecipient may incur costs of a proposed project before the beginning of the grant period. However, the applicant has no assurance that it will receive reimbursement until a grant agreement is awarded that incorporates a project statement demonstrating that the pre-award costs conform to all the following conditions:

(1) The costs are necessary and reasonable for accomplishing the grant objectives.
(2) The costs would have been approved if the subrecipient incurred them during the grant period.
(3) The subrecipient incurs these costs in anticipation of the grant and in conformity with the negotiation of the award with TPWD.
(4) The activities associated with the pre-award costs comply with all laws, regulations, and policies applicable to a grant-funded project.
(5) The subrecipient must not complete the project before the beginning of the grant period unless TPWD concurs that doing so is necessary to take advantage of temporary circumstances favorable to the project or to meet legal deadlines. A subrecipient completes a project when it incurs all costs and finishes all work necessary to achieve the project objectives.

The subrecipient can receive reimbursement for pre-award costs only after the beginning of the grant period.

Phase 1 Planning and Design Allowable Costs

Planning elements can only cover costs associated with allowable construction items in Phase 2 - Construction. Below is a list of common allowable planning and design costs.

- Design Plans and Specifications
- Cultural Resources/Surveys/Permits
- Environmental Resources/Surveys
- U.S. Corps of Engineers (USACE) Permits/Applications
- Texas Department of Licensing and Regulations registration
- Mapping/Surveying

Phase 2 Construction Allowable Costs

Below is a list of common allowable construction costs:

- Signage
- Restrooms serving the recreational boaters
- Parking areas associated with access facilities (car and trailer)
- Boat Ramp/slips/launch
- Fish Cleaning Stations
- Courtesy Docks
- Access roads directly to boating facility
- Retaining walls/Erosion Control
- Dredging, stump removal and aquatic weed control
- Benches, shade structures, picnic tables in proximity of the boat launch facility
- Fencing or bollards to delineate property lines
- Gates for security purposes only at the boating facility
- Break waters/wave attenuation
- Carry down facilities for hand launched watercraft
- ADA Launch slip

Phase 2 Construction Unallowable Costs

Below is a list of common unallowable construction costs:

- Fishing Piers/Fishing docks
- Fee paying stations
- Offices
- Law Enforcement facilities
- RV parking/overnight camping
- Application preparation
- Competitive sport elements

Application Timeline

Application deadline is **5:00pm on FEBRUARY 2, 2025, CST**

ACTIVITY	TIME FRAME
Applications Open	November 1st
Application Deadline	February 2nd

Timeline Phase 1 – Planning and Design

Applications submitted to US Fish and Wildlife (USFWS)	July 30th annually – approximately
US Fish and Wildlife Review of project	3 to 6 weeks – approximately
US Fish and Wildlife Approval	September – approximately
TPWD Planning Grant Agreement available to the Subrecipient.	Must be returned to TPWD within 30 days upon receipt in RGO. If not received within 120 days, grant agreement is null and void.
Begin - Architectural & Engineering Plans, Environmental Compliance, Environmental Assessment permits	Recommended within 90 days of execution of Subaward
Quarterly Status Reports • January 1-March 31 • April 1-June 30 • July 1-September 30 • October 1-December 31	On or before January 30th, April 30th, July 30th, and October 30th
Reimbursement Request	Recommend every 90 days if possible. Minimum once per year.
Close Planning Grant	Once all required project compliance is completed.

Application Documentation

Clear and easy to understand documentation is important to the success of your proposal. PDF documents are the appropriate file type for all uploads.

Clearly identify your distinct project location in every map you include in your proposal, regardless of the scale. Legible hand-drawn and scanned documents are appropriate if you have no other way to include or markup your maps and photographs. Please make sure all documents are not pixelated and are easy to read. Your project's maps and photographs are important documents used during funding discussions by the Boating Access Committee regarding your grant proposal and should be well-planned visual aids supporting your proposed project.

Phase 1 Planning and Design

Your application must include:

- ☐ Proof of ownership/legal land control
- ☐ Resolution authorizing application submission
- ☐ Site plan

- ☐ Site photographs
- ☐ Location map
- ☐ Map of other available public boat ramps in the vicinity

Additional uploads if available:

- ☐ Environmental Clearance
- ☐ U.S. Army Corp of Engineers (USACE) Permit
- ☐ Texas Historical Commission (THC) Clearance
- ☐ Design and Specifications
- ☐ Texas Department of Licensing and Regulation (TDLR) registration
- ☐ USFWS/OCI Clearance

Phase 2 Construction

Your application must include:

- ☐ Notice to Proceed issued through Office of Conservation Investment (OCI)
- ☐ Vicinity map
- ☐ USGS topographic map
- ☐ Aerial photo or satellite image, identifying boundaries and all existing conditions
- ☐ Flood plain/wetlands map

Evaluation

All applications are initially reviewed for eligibility by Recreation Grants Branch staff. (See Eligibility Section for more information.) All eligible applications are then ranked by an internal Boating Access Review Committee consisting of TPWD staff deemed subject matter experts.

Projects will be evaluated in terms of their eligibility, application quality, overall project quality, ability to serve recreational needs, public benefits, community support, innovation, connectivity, geographic scope and distribution, and accommodation of barrier free access.

The Committee will submit a list of recommended projects to the TPWD Executive Office and Branch staff will submit the project to the U.S. Fish and Wildlife Service (USFWS) for final approval.

Award

Once approved by USFWS, a grant agreement will be awarded to TPWD. Subrecipients will then be provided with a subaward from TPWD.

Agreement Process

The official Grant Agreement will be made available in the Recreation Grants Online (RGO) system for review and approval.

The subrecipient may only initiate activities to undertake the approved scope of work *after* a Grant Agreement is signed and executed. All grant funded activities, with the exception of prior approved pre-award costs, must be completed during the Period of Performance. *Period of performance* means the total estimated time interval between the start of an initial award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per §200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

Risk Assessment

A subrecipient may be considered "high risk" based on financial stability or non-conforming management standards requiring additional special conditions and restrictions as determined by grant management standards.

Term Agreements

In conjunction with the execution of the grant agreement, all subrecipients will be required to sign a Term Agreement outlining the requirements for:

- Compliance: with Federal and State Law
- Conditions for responsibility: incudes, operations and maintenance, public use and restrictions on use, safety standards, and insurance
- Credit and Signage: Federal and State Project Acknowledgement
- Duration: term must be long enough to align with the useful life for the federal investment
- Liability: landowner liability issues for public access
- Fees: include information on user fees and how they are used
- Maps/Site plan: need to address geographic location to include structures, level of public access, and public benefits prior to project improvements; amenities or access added with project funding
- Monitoring: includes long-term monitoring plan
- Notice of Federal Participation (NOFP): projects that meet the criteria for a capital improvement
- Operations and Maintenance: provide responsibilities of all parties involved
- Proprietary Interest: acknowledging that the Federal Government has a legally prescribed interest in the improvements throughout its useful life
- Public Access: include the operating hours and the hours available to the public, and how the public can access the site
- Useful Life: establish useful life; define process if organization removes project

elements prior to end of useful life; define process if unexpected circumstances reduce the useful life

Prior to closing the Phase I – Planning and Design grant and requesting a Notice to Proceed with construction, a fully signed and executed Term Agreement must be submitted and approved.

Certification and Assurances

According to 50 CFR 80.90 the subrecipient is responsible for the following:

1. Compliance with all applicable Federal, State, and local laws and regulations.
2. Supervision to ensure that the work follows the terms of the grant, including:
   - Proper and effective use of funds;
   - Maintenance of records;
   - Submission of complete and accurate financial reports and performance reports by the due dates in the terms and conditions of the grant; and
   - Regular inspection and monitoring of work in progress.
3. Selection and supervision of personnel to ensure that:
   - Adequate and competent personnel are available to complete the grant-funded work on schedule; and
   - Project personnel meet time schedules, accomplish the proposed work, meet objectives, and submit the required reports.
4. Settlement of all procurement-related contractual and administrative issues.
5. Giving reasonable access to work sites and records by employees and contractual auditors of TPWD, the Department of the Interior, and the Comptroller General of the United States.
   - Access is for the purpose of:
     - Monitoring progress, conducting audits, or other reviews of grant-funded projects; and
     - Monitoring the use of license revenue.
   - Regulations on the uniform administrative requirements for grants awarded by the Department of the Interior describe the records that are subject to these access requirements.
   - The closeout of an award does not affect the grantee's responsibilities described in this section.
6. Control of all assets acquired under the grant to ensure that they serve the purpose for which they are acquired throughout their useful life.

Financial Management Requirements

The financial management system of each non-Federal entity must provide for the following (see also §§ 200.334, 200.335, 200.336, and 200.337):

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity.
(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.328 and 200.329. If a federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.
(3) Records that identify adequately the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and ensure that they are used solely for authorized purposes. See § 200.303.
(5) Comparison of expenditures with budget amounts for each Federal award.
(6) Written procedures to implement the requirements of § 200.305.
(7) Written procedures for determining the allowability of costs in accordance with subpart E of this part and the terms and conditions of the Federal award.

Reporting Requirements

Subrecipients must submit quarterly reports to evaluate progress on grant requirements throughout the life of their active project. Quarterly reports are due within 30 days of each quarter's end. Reports must be submitted regardless of grant inactivity for that quarter and are considered late if received after the due date. A final report is due no later than 60 days after the period of performance ends. Reimbursements may be placed on hold if reports are delinquent.

DATE DUE	*REPORTING PERIOD*
APRIL 30	January 1 – March 31
JULY 30	April 1 – June 30

OCTOBER 30	July 1 – September 30
JANUARY 30	October 1 – December 31

Payment

Funding provided by this program is on a cost reimbursement basis. Subrecipients must initiate their approved projects with their own funds and can be reimbursed up to 75% of allowable costs after submitting documentation of expenses.

Subrecipients must comply with all Local Government Codes governing advertisement for bids by municipalities and counties. If a contract is to be awarded to anyone other than the lowest bidder, information must be furnished to TPWD as to the reason the contract should not be awarded to the lowest bidder. (NOTE: It is the subrecipient's responsibility to adhere to all local, state, and federal laws and regulations concerning the procurement process).

Since this is a reimbursement program the subrecipient is required to initially pay for project expenditures which are then reimbursed by the State. It will be necessary for the subrecipient to keep careful financial records and submit adequate proof of payment to receive reimbursement for eligible project expenditures. Cash payment for invoices is not allowed. Due to the utilization of federal funds for this program, the State and subrecipients will be required to meet financial standards of 2 CFR 200.305 Payments.

Texas Parks and Wildlife will reimburse a subrecipient up to 95% of the federal share of the Phase II – Construction grant amount until a final inspection and audit are completed. (5% of the federal share will be withheld pending final inspection and approval of the project.)

In general, TPWD will reimburse the subrecipient for up to the award amount provided:

- The costs are for allowable expenditures as outlined in the subrecipient's application and approved in the subaward signed by TPWD and the subrecipient
- The subrecipient supplies adequate documentation that fully accounts for out-of-pocket expenditures
- Properly documents and reports donated labor or materials for in-kind match.
- Certifies that the expenditures have been incurred on the project.
- Provide proof of payment for all invoices.
- Quarterly Progress Reports are submitted, and regular progress is made on the project.

Subrecipient shall submit reimbursement requests to TPWD, through the RGO system, on a regular and timely basis by submitting receipts and other documentation of

expenditures and work undertaken. After processing the billing, TPWD will make a payment to the subrecipient for the federal portion of the allowable costs submitted.

Amendments

Amendments can be requested within the Recreation Grants Online (RGO) system. TPWD will review amendment requests and will either approve or deny within the RGO system. Amendments can include change to time, scope, budget, or any combination of these elements. Amendments for time, major scope change, and budget will require the Federal Awarding Agency approval and can take 2-3 weeks.

Closeout

Closeout means the process by which the pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in § 200.344

(a) The pass-through entity must close out the Federal award when it determines that all administrative actions and required work of the Federal award have been completed. When the subrecipient fails to complete the necessary administrative actions or the required work for an award, the pass-through entity must proceed with closeout based on the information available.

(b) A subrecipient must submit all reports (financial, performance, and other reports required by a subaward) to the pass-through entity no later than 90 calendar days after the conclusion of the period of performance of the subaward (or an earlier date as agreed upon by the pass-through entity and subrecipient). When justified, the pass-through entity may approve extensions for the subrecipient.

(c) A subrecipient must liquidate all financial obligations incurred under a subaward no later than 90 calendar days after the conclusion of the period of performance of the subaward (or an earlier date as agreed upon by the pass-through entity and subrecipient). When justified, the pass-through entity may approve extensions for the subrecipient.

(d) The subrecipient must promptly refund any funds that the pass-through entity paid and that are not authorized to be retained.

(e) The subrecipient must account for any property acquired with Federal funds or received from the Federal Government in accordance with §§ 200.310 through 200.316 and 200.330.

Project Termination and Non-Compliance

Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the subrecipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and ineligibility for future grants.

Post Closeout Compliance and Stewardship

Audits

It is the responsibility of the grantee to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects, and according to 2 CFR 200.501 Audit Requirements for federally funded projects.

Record Retention

The subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records.

(a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

(b) When the subrecipient is notified in writing by the pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.

Capital Improvements and Real Property

A subrecipient is responsible for maintaining capital improvements acquired or completed under a grant to ensure that each capital improvement continues to serve its authorized purpose during its useful life. The subrecipient must do this even if it did not use grant funds to:

(1) Acquire the parcel on which the capital improvement is located; or

(2) Build the original structure in which the capital improvement is a component.

A subrecipient may allow commercial, recreational, and other secondary uses of a grant-funded parcel of land or water or capital improvement if these secondary uses do not interfere with the authorized purpose of the grant.

If a subrecipient allows a use of real property that interferes with its authorized purpose under a grant, the subrecipient must fully restore the real property to its authorized purpose.

Contact Information

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TPWD receives federal assistance from the U.S. Fish and Wildlife Service and other federal agencies and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and state anti-discrimination laws which prohibit discrimination the basis of race, color, national origin, age, sex or disability. If you believe that you have been discriminated against in any TPWD program, activity or facility, or need more information, please contact Civil Rights Coordinator for Public Access, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, Mail Stop: MBSP-4020, Arlington, VA 22203.

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L . 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE TROY D. HENRY REGIONAL MANAGER
APPLICANT ORGANIZATION SABINE RIVER AUTHORITY OF TEXAS	DATE SUBMITTED MAY 5, 2021

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