



# United States Department of the Interior

FISH AND WILDLIFE SERVICE

P.O. Box 1306  
Albuquerque, New Mexico 87103



In Reply Refer To:  
FWS/R2/ES/F16AP00578

**JUL 28 2016**

Friends of Brazoria National Wildlife Refuges  
Mr. Ed Barrios  
P.O. Box 505  
Lake Jackson, Texas 77566

DUNS: 098571925

Subject: Notice of Grant Agreement Award F16AP00578

Dear Mr. Barrios:

Your organization's application for Federal financial assistance titled "Pre-purchase Discovery of Cedar Lake Cut Over-wash Lands" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.630 is approved. This award is made under the authority of: Fish and Wildlife Coordination Act, 16 U.S.C. 661 to 667(e). For a complete list of this program's authorizing legislation, go to <https://www.cfda.gov/> and search by the CFDA Program number.

A grant agreement is being awarded to the Friends of Brazoria National Wildlife Refuges (FBNWR) because there will be limited substantial involvement by the Service. The scope of the work is programmatic in nature and will provide benefits that otherwise would be unavailable to the recipient. The applicant is uniquely qualified to perform the activity based on a variety of demonstrable factors such as location; voluntary support capacity; cost-sharing ability and technical expertise.

This award is made based on Service approval of your organization's proposal signed on May 20, 2016 and request for assistance signed May 23, 2016. The start date within your request is dated July 1, 2016 and is hereby incorporated by reference into this award (Attachment A). Funds under this award are to be used for completing tasks that facilitate the acquisition of lands in the over-wash area of Cedar Lake Cut along the coast of the Gulf of Mexico in Matagorda County, Texas. Such tasks involve pre-acquisition due-diligence completed to federal requirements, such as, discovery activities including title searches through finalizing purchase and contracts with landowners. We expect that this work will be completed within five years after the awarding of the grant.

The Service will: Provide assistance through the Gulf Restoration Program Office (Houston) as appropriate to facilitate successful implementation of the project as proposed.

FBNWR will: Perform, coordinate, contract and carry out the project as detailed in their letter proposal, Attachment A.

**Period of Performance:**

The performance period of this award is July 1, 2016 through June 30, 2021. Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below). If you need more time to complete project activities, you must submit a written request to the Service Project Officer identified in the Project Contacts section below before the end of the stated performance period (see Project/Program Plan and Budget Revisions section below). All deliverables will be achieved when actions described in Attachment A have been met and final SF425 has been received and forwarded for closure.

This award is funded as follows:

**Service Award Total: \$30,000.00**

**Recipient Estimated Contribution Total: \$0.00**

**Indirect Costs:**

Recipient is authorized to charge only a flat indirect cost rate of 10% of the Modified Total Direct Costs (MTDC) for the life of this award, including any subsequent revisions and extensions for time, regardless of any indirect cost rate the Recipient may establish with the Federal government during the award period. MTDC is defined in 2 CFR 200.68.

**System for Award Management (SAM) Registration:**

Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

**Terms of Acceptance:**

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down or requesting funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The terms and conditions of Service awards flow down to subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at <http://www.fws.gov/grants/>. If you do not have access to the Internet and require a printed copy of the award terms and conditions, contact the Service Project Officer identified below.

If Recipient decides to not accept this award, Recipient must notify the Service Project Officer in writing within 30 calendar days of that decision.

**Special Conditions and Provisions:**

- A. Any research data collected under this Agreement shall be jointly owned by the parties to this Agreement. Both parties shall have complete and unlimited access to all such data.
- B. News releases and other publicity issued by either party concerning this Agreement and its activities are subject to approval before release by the USFWS's Regional Public Affairs Office. Any approved publicity shall give due credit to all parties to this Agreement and it shall mention the amount of Federal funding provided.
- C. No member of, or delegate to, Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may rise there from. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

**Payments:**

Your organization has completed enrollment in 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 subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

**Reporting Requirements:**

**Financial and Performance Reporting Requirements:**

Annual interim financial and performance reports and final financial and performance reports are required under this award. The report periods and due dates under this award are:

Report Type/Name	Reporting Period (Start Date)	Reporting Period (End Date)	Report Due Date
Interim Financial & Performance Report	07/01/2016	06/30/2017	09/28/2017
Interim Financial & Performance Report	07/01/2017	06/30/2018	09/28/2018
Interim Financial & Performance Report	07/01/2018	06/30/2019	09/28/2019
Interim Financial & Performance Report	07/01/2019	06/30/2020	09/28/2020
Final Financial Report	07/01/2020	06/30/2021	09/28/2021
Final Performance Report	07/01/2020	06/30/2021	09/28/2021

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at [http://www.whitehouse.gov/omb/grants\\_forms/](http://www.whitehouse.gov/omb/grants_forms/).

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 provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the Recipient's operations. Requests for reporting due date extensions must be received by the Service Project Officer no later than one day before the original reporting due date.

**Significant Developments Reports** (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- 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.
- 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.

**Conflict of Interest Disclosures:**

Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's sub-recipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

**Other Mandatory Disclosures:**

Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Non-Federal entities that have received a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and



Mr. Barrios - F16AP00578

Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313).

All reports must be sent to the Service Project Officer identified below.

**Project Plan and Budget Revisions:**

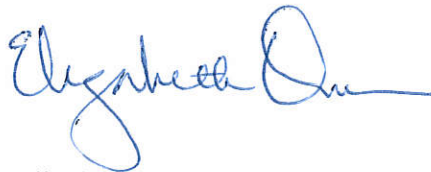
Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. State, local, or Indian tribal governments must refer to 43 CFR 12.70 for additional information on the types of changes that require prior written approval. Commercial organizations, institutions of higher education, hospitals and other non-profit organizations must refer to 43 CFR 12.925 for additional information on the types of changes that require prior written approval.

**Project Contacts:**

<b>The Service Project Officer for this award is:</b>	<b>The Recipient Project Officer for this award is:</b>
Jarrett (Woody) Woodrow U.S. Fish and Wildlife Service Gulf Restoration Program Office (Houston) 17629 El Camino Real, Suite 211 Houston, Texas 77058-3051 Phone: (281) 286-8282 ext. 235 Email: Woody_Woodrow@fws.gov	Martin Cornell Grant Coordinator Friends of Brazoria National Wildlife Refuge P.O. Box 505 Lake Jackson, Texas 77566 Phone: (979) 297-2235 Email: Marty-carol@comcast.net

If you have any questions, please feel free to contact Woody Woodrow at 281-286-8282 x235. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely,



Elizabeth Oms  
Deputy Assistant Regional Director  
Division of Ecological Services

Enclosure:  
Grant Agreement Award Number F16AP00578

# Grant and Cooperative Agreement

CHOOSE ONE:

☐ COOPERATIVE AGREEMENT

☒ GRANT

CHOOSE ONE:

☐ EDUCATION

☐ FACILITIES

☐ RESEARCH

☐ SDCR

☐ TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER F16AP00578		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 07/01/2016		4. COMPLETION DATE 06/30/2021	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) FRIENDS OF BRAZORIA WILDLIFE REFUGES Attn: ATTN GOVERNMENT POC 325 TIMBERCREEK LAKE JACKSON TX 77566-4970				6. ISSUED BY Program Financial Assistance R2 Mailing Address: 500 Gold Ave. SW Albuquerque NM 87102			
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Martin Cornell, Grant Coord. 979-297-2235			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 31QJ2							
10. RESEARCH, PROJECT OR PROGRAM TITLE Pre-Purchase Discovery of Cedar Lake Cut Over-Wash-Lands							
11. PURPOSE See Schedule							
12. PERIOD OF PERFORMANCE 07/01/2016 through 06/30/2021							
13A.		AWARD HISTORY		13B.		FUNDING HISTORY	
PREVIOUS		\$0.00		PREVIOUS		\$0.00	
THIS ACTION		\$30,000.00		THIS ACTION		\$30,000.00	
CASH SHARE		\$0.00		TOTAL		\$30,000.00	
NON-CASH SHARE		\$0.00					
RECIPIENT SHARE		\$0.00					
TOTAL		\$30,000.00					
14. ACCOUNTING AND APPROPRIATION DATA 01							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
0020102240							
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER	Jarrett Woody Woodrow		281-286-8282	Woody_Woodrow@fws.gov			
NEGOTIATOR							
ADMINISTRATOR	Janet Huff		505 248-6477	janet_huff@fws.gov			
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: Fish and Wildlife Coordination Act, 16 USC 661-667 e							
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Janet Huff		DATE 7/28/2016		AUTHORIZED REPRESENTATIVE		DATE	

**COPY FOR YOUR INFORMATION**

# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>CFDA Number: 15.630 DUNS Number: 098571925 Suggested Vendor: FRIENDS OF BRAZORIA NATIONAL WILDLIFE REFUGE DUNS 098571925</p> <p>11. PURPOSE: Funds under this award are to be used for completing tasks that facilitate the acquisition of lands in the over-wash area of Cedar Lake Cut along the coast of the Gulf of Mexico in Matagorda County, Texas. Such tasks involve pre-acquisition due-diligence completed to federal requirements, such as, discovery activities including title searches through finalizing purchase and contracts with landowners. Legacy Doc #: FWS Delivery: 06/30/2021 Payment Terms: PP01 Delivery Location Code: 0008349365 FWS COASTAL PROGRAM OF TEXAS 17629 EL CAMINO REAL, SUITE 211 HOUSTON TX 77058-3051 US</p> <p>Account Assignment: K G/L Account: 6100.411G0 Business Area: F000 Commitment Item: 411G00 Cost Center: FF02ETCP00 Functional Area: FHC112400.000000 Fund: 167F1611MD Fund Center: FF02ETCP00 Project/WBS: FG.HC11240200000 PR Acct Assign Line: 01 Period of Performance: 07/01/2016 to 06/30/2021</p> <p>FBNWR-Grant Agreement Obligated Amount: \$30,000.00</p> <p>Continued ...</p>				30,000.00

# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	The total amount of award: \$30,000.00. The obligation for this award is \$30,000.00.				