

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the state agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the “Interagency Cooperation Act”, TEX GOVT. CODE ANN. § 771.001, et. seq. The effective date for this Agreement will be October 1, 2012.

I. Contracting Parties:

The RECEIVING AGENCY: Texas State Soil and Water Conservation Board

The PERFORMING AGENCY: Texas A&M AgriLife Extension Service, Texas A&M University System

II. Scope of Work: The PERFORMING AGENCY shall complete all Work as specified or indicated in the “Scope of Work” entitled **Statewide Delivery of Riparian and Stream Ecosystem Education Program** appended hereto (**Attachment I**).

III. Schedule of Deliverables: The PERFORMING AGENCY agrees to submit all deliverables as specified or indicated in the “Scope of Work” appended hereto (**Attachment I**).

IV. Contract Amount:

1. The maximum amount of reimbursement to be provided by the RECEIVING AGENCY for the completion of the Work shall not exceed **Three Hundred Seventy Thousand, Nine Hundred Forty One Dollars (\$370,941)** unless the parties amend this amount in accordance with Contract Documents.

2. The non-federal match requirement must meet **Two Hundred Forty Seven Thousand, Three Hundred Twenty Four Dollars (\$247,324)** Match reporting may vary each billing but must be maintained at a minimum level in accordance with the “Budget Summary in the Scope of Work” appended hereto (**Attachment I**).

V. Contract Times:

1. The signature of the authorized representative of the RECEIVING AGENCY on this Agreement is official notice for the PERFORMING AGENCY to commence work. The effective date will appear in the first paragraph.

2. This Agreement shall terminate on **September 30, 2015**. However, certain reporting requirements as identified in this Agreement shall survive the termination of this Agreement. This Agreement may be renewed by addendum hereto in writing and executed by both parties.

3. This Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature, fails to appropriate and/or to provide sufficient funds necessary to perform this Agreement or on which the United States Congress or United States Environmental Protection Agency fails to appropriate and/or provide sufficient funds.

VI. Payment Procedures:

1. The PERFORMING AGENCY's payment requests must comply with the RECEIVING AGENCY invoice processing procedures.

2. The PERFORMING AGENCY will submit requests for payment in accordance with the conditions in this Agreement. Payments will be made in accordance with the "Budget Summary in the Scope of Work" appended hereto (**Attachment I**). Requests for payment will be submitted monthly/quarterly to the:

Texas State Soil and Water Conservation Board
P.O. Box 658
Temple, Texas 76503-0658
Attn: Statewide Resource Management

3. The RECEIVING AGENCY may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement or which fail to conform to the conditions in this Agreement.

VII. Funding and Legal Authority:

1. This Agreement and all claims, suits, or obligations arising under or related thereto are subject to and limited to the receipt and availability of funds from the United States Environmental Protection Agency and funds appropriated by the Texas Legislature for the purposes of this Agreement or for the respective claim, suit, or obligation, as applicable. This Agreement is also subject to availability of funding where local governments and political subdivisions contribute funds which are received from other entities. In the event appropriated funds for this agreement are no longer available, the agreement will automatically terminate.

2. This Contract is funded wholly or in part by a Cooperative Agreement from the United States Environmental Protection Agency, hereinafter termed EPA, pursuant to the Federal Clean Water Act, 33 U.S.C. 1329 et seq. Neither the United States nor the EPA nor any of its employees is a party to this Agreement or to any lower tier Agreement. This Agreement is subject to: (1) Federal Regulations contained in 40 Code of Federal Regulations hereinafter termed CFR, Parts 30,32, and 34 as provided by 40 CFR 31.5; (2) current versions of Office of Management and Budget (OMB) Bulletins A-87, A-102, A-122, A-110, A-21 and A-133 as appropriate. (3) the Uniform Grant and Contract Management Act, TEX GOV'T CODE ANN. §§ 783.001 and the Uniform Grant

Management Standards, 1 Texas Administrative Code (TAC) § 5.141 et seq. This Agreement is also subject to the obligations as set forth in the General Conditions of Cooperative Agreement C9-996236-19 between the United States Environmental Protection Agency and the Texas State Soil and Water Conservation Board including any subsequent revisions, modifications, or amendments thereto. (**Attachment II**). The RECEIVING AGENCY and PERFORMING AGENCY agree that appropriate clauses, as applicable in the Code of Federal Regulations, apply to the grant-eligible work to be performed under this Agreement and that these clauses supersede any conflicting provisions of this Agreement.

VIII. Insurance, Liability, Indemnification:

1. PERFORMING AGENCY agrees, to the extent authorized by the laws and Constitution of the State of Texas, to indemnify and hold harmless the RECEIVING AGENCY and all of its employees from any and all liability, loss, or damage arising out of the performance of this Contract.
2. PERFORMING AGENCY employees who are assigned to provide assistance under this Agreement will not be considered to be employees of the RECEIVING AGENCY for any purpose under this Agreement.
3. PERFORMING AGENCY shall require its sub-contractors and subgrantees to obtain and maintain insurance at their own expense to indemnify the sub-contractor, PERFORMING AGENCY, and the RECEIVING AGENCY from all such claims resulting in the performance of this Contract including workers compensation in accordance with Texas statutory requirements.

IX. Records, Equipment, Fiscal Management:

PERFORMING AGENCY shall maintain and make available for inspection and/or audit books, records, documents, and other evidence directly pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practices, appropriate accounting procedures and practices, and, as applicable, 40 CFR 31.36, 31.42, 30.44, 30.53 and the State of Texas Uniform Grant and Contract Management Standard as appropriate.

1. PERFORMING AGENCY agrees that if a determination is made by the RECEIVING AGENCY that any equipment acquired with funds provided as a result of this Agreement is no longer needed for support of the programs or projects referred to in this Contract, the RECEIVING AGENCY has a right to require the transfer of any equipment having a fair market, per unit value of more than five thousand dollars (\$5,000) to the RECEIVING AGENCY or a third party named by the RECEIVING AGENCY. Otherwise, all equipment acquired or replaced under this Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by federal or

state funds. If equipment acquired or replaced with funds provided under this Contract is sold or transferred, PERFORMING AGENCY agrees that the RECEIVING AGENCY is entitled to a share of the proceeds from such sale equal to the same percentage as was the funding provided under this Agreement, provided the fair market value, per-unit value of the property at the time of the sale is in excess of five thousand dollars (\$5,000).

2. PERFORMING AGENCY shall be responsible for the management and fiscal monitoring of all subcontractors and ensure that all subcontractors comply with the provisions of this Agreement.

X. Data, Publicity:

1. All publications or audiovisuals resulting from this study or subsequent activities related to this project shall have an acknowledgment of the RECEIVING AGENCY contribution. In addition, all parties will have equal editorial license as to content or form of all materials released for public distribution resulting from this study.

2. All documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this Agreement shall remain the property of the RECEIVING AGENCY and shall be provided to the RECEIVING AGENCY upon its request. Upon termination of this Agreement, all documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this agreement shall remain the property of the RECEIVING AGENCY and shall be provided to the RECEIVING AGENCY upon its request. The PERFORMING AGENCY will be free to publish the results of research performed under this agreement after providing the RECEIVING AGENCY with a thirty (30) day period in which to review each publication and identify any advertent disclosure of the RECEIVING AGENCY's proprietary information. The PERFORMING AGENCY agrees that it will not publish any of the RECEIVING AGENCY's proprietary information without first obtaining written approval from the RECEIVING AGENCY. The RECEIVING AGENCY shall approve all press releases and media released under this Agreement.

XI. Intellectual Property:

1. Grant of License. With respect to such intellectual property as is (i) incorporated in the Work (other than intellectual property for which the RECEIVING AGENCY already possesses equal or greater intellectual property rights by virtue of this Agreement or otherwise), (ii) produced by PERFORMING AGENCY, it's employees, subcontractors, or subcontractor's employees during the course of performing the Work, or (iii) specifically identified in the supplemental conditions as intellectual property to which intellectual property rights are granted pursuant to this paragraph, PERFORMING AGENCY hereby grants to the RECEIVING AGENCY (i) an exclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, or otherwise use such intellectual property and associated use documentation, and (ii) an exclusive, perpetual, irrevocable, enterprise-wide license to authorize others to reproduce, publish, or otherwise use such intellectual

property for RECEIVING AGENCY purposes to the extent PERFORMING AGENCY possesses and has legal right to convey such license.

XII. General Provisions:

1. PERFORMING AGENCY will include MBE/WBE fair share percentages in bid specifications for construction, supplies, services, and equipment and ensure to the fullest extent possible that fair share percentages are met. HUB certified vendors shall have the maximum practicable opportunity to participate in the performance of this Agreement. If unable to secure HUB vendors, the good faith effort and explanation why a HUB vendor was not utilized should be documented and submitted to the RECEIVING AGENCY.
2. No member of Congress or Resident Commissioner shall be admitted any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
3. Restrictions on Lobbying - The program or activities conducted under this Agreement will be in compliance with Section 319 of Public Law No. 101-121, the Department of Interior and Related Agencies Appropriations Act. The act prohibits the use of appropriated funds to pay for lobbying activities. The law also requires the disclosure of lobbying activities paid with non-appropriated funds. The referenced certification titled Certification of Contracts, Grants, Loans, and Cooperative Agreements is made a part of this Agreement and all provisions therein will be applicable to the recipient of federal funds under this Agreement. (**Attachment III**)
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder of \$25,000 or more. The referenced certification is made a part of this Agreement and all provisions therein will be applicable to the recipient of federal funds under this Agreement. (**Attachment IV**)
5. Certification Regarding Drug-Free Workplace Requirements - The referenced certification is made a part of this Agreement and all provisions therein will be applicable to the recipient of federal funds under this Agreement. (**Attachment V**)
6. Nondiscrimination - The program or activities conducted under this Agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 and Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provides that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital

status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

XIII. Conflict of Interest, Termination:

1. PERFORMING AGENCY shall notify the RECEIVING AGENCY immediately upon the discovery of any potential or actual conflict of interest of the PERFORMING AGENCY. PERFORMING AGENCY agrees that the RECEIVING AGENCY has sole discretion to determine whether a conflict exists and that the RECEIVING AGENCY may terminate the Agreement at any time on grounds of actual or apparent conflict of interest.

2. This Agreement may be terminated in whole or in part by the RECEIVING AGENCY in the event of a material failure to comply with the terms of this Agreement in accordance with the Uniform Grant Management Standards: Provided that no such termination may be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

3. This Agreement may be terminated in whole or in part in writing by the RECEIVING AGENCY for its convenience (without cause) in accordance with the Uniform Grant Management Standards; provided that PERFORMING AGENCY is given not less than (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon receipt of a termination action, PERFORMING AGENCY will promptly discontinue all services affected, and deliver all materials and deliverables as may have been accumulated by PERFORMING AGENCY in performing this contract whether completed or in the process. If the RECEIVING AGENCY terminates this Agreement for convenience (without cause) then, without prejudice to any other right or remedy of the RECEIVING AGENCY, PERFORMING AGENCY will be reimbursed for actual incurred costs which are allowable and eligible limited to the total maximum amount of this Agreement.

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof, or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies of materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in TEX. AGRICULTURE CODE §201.026.

PERFORMING AGENCY further certifies that it has the authority to perform the services contracted for by authority granted in TEX. EDUCATION CODE TITLE III (D) CHAPTER 88.

RECEIVING AGENCY

PERFORMING AGENCY

**Texas State Soil and Water
Conservation Board**

**Texas A&M AgriLife Extension Service,
Texas A&M University System**

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT I

Scope of Work



**Texas State Soil and Water Conservation Board
Clean Water Act §319(h) Nonpoint Source Grant Program
FY 2012 Workplan 12-07**

SUMMARY PAGE

SUMMARY PAGE	
Title of Project	Statewide Delivery of Riparian and Stream Ecosystem Education Program
Project Goals	<ul style="list-style-type: none"> • Facilitate the promotion of healthy watersheds and improve water quality through the delivery of riparian and stream ecosystem education programs with a focus on priority watersheds. • Increase citizen awareness, understanding, and knowledge about the nature and function of riparian zones, their benefits, and BMPs to protect them and minimize NPS pollution. • Enhance interactive learning opportunities for riparian education across the state and establish a larger, more well-informed citizen base working to improve and protect local riparian and stream ecosystems. • Connect landowners with local technical and financial resources to improve management and promote healthy watershed and riparian areas on their land.
Project Tasks	(1) Project Administration; (2) Deliver riparian education programs; (3) Deliver web-based education resources; (4) Evaluate the effectiveness of education programs
Measures of Success	<ul style="list-style-type: none"> • Deliver a minimum of 25 riparian education programs to 550 participants in prioritized watersheds • Coordinate 3 Proper Functioning Condition (PFC) trainings to agency personnel • Coordinate 2 Statewide riparian conferences • Increased knowledge and understanding of riparian function and implementation of BMPs by individuals participating in the program, as measured by pre-/post-tests and 6-month follow-up evaluation
Project Type	Implementation (); Education (X); Planning (); Assessment (); Groundwater ()

Status of Waterbody on 2010 Texas Water Quality Inventory and 303(d) List	Segment ID:	Parameter	Category				
	0818	pH	5c				
	1103	Bacteria	5a				
		Depressed DO	5a				
	1103A	Bacteria	5a				
	1103B	Bacteria	5a				
	1103C	Bacteria	5a				
		Depressed DO	5c				
	1103D	Bacteria	5c				
	1103E	Bacteria	5b				
	1104	Bacteria	5a				
		Depressed DO	5c				
	1804A	Bacteria	5c				
	1428C	Bacteria	4a				
	1217B	Depressed DO	5c				
	1217D	Depressed DO	5b				
	1009E	Bacteria	5a				
	2311	Depressed DO	5c				
	1810	Bacteria	4a				
	1301	Bacteria	5c				
	1302	Bacteria	5b				
	1302A	Bacteria	5b				
	1302B	Bacteria	5b				
		Depressed DO	5c				
Project Location (Statewide or Watershed and County)	Buck Creek Watershed in Childress, Collingsworth and Donley Counties; Cedar Creek Watershed in Henderson, Kaufman, Rockwall and Van Zandt Counties; Dickinson Bayou in Brazoria and Galveston Counties; Geronimo Creek Watershed in Guadalupe and Comal Counties; Gilleland Creek in Travis County; Hickory Creek in Denton County; Lampasas River Watershed in Bell, Burnet, Coryell, Hamilton, Lampasas, Mills, and Williamson Counties; Little Cypress Creek Watershed within Harris County; Pecos River Watershed in Texas in Crane, Crockett, Pecos, Reeves, Terrell, Upton, and Ward Counties; Plum Creek Watershed in Caldwell, Hays, and Travis Counties; San Bernard River Watershed in Austin, Colorado, Wharton, Fort Bend, and Brazoria Counties; Upper Llano River watershed in Edwards, Kerr, Kimble, Menard, Real, and Sutton Counties						
Key Project Activities	Hire Staff (X); Surface Water Quality Monitoring (); Technical Assistance (); Education (X); Implementation (); BMP Effectiveness Monitoring (); Demonstration (); Planning (); Modeling (); Bacterial Source Tracking (); Other ()						
Texas NPS Management Program Elements	<ul style="list-style-type: none"> • Element One – LTGs 1, 2, 4 • Element One – STGs 3A, 3B, 3F • Elements Two & Three 						
Project Costs	Federal	\$370,941	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="769 1497 943 1535">Non-Federal</td> <td data-bbox="943 1497 1180 1535">\$247,324</td> <td data-bbox="1180 1497 1320 1535">Total</td> <td data-bbox="1320 1497 1524 1535">\$618,265</td> </tr> </table>	Non-Federal	\$247,324	Total	\$618,265
Non-Federal	\$247,324	Total	\$618,265				
Project Management	<ul style="list-style-type: none"> • Texas Water Resources Institute/Texas A&M Institute of Renewable Natural Resources 						
Project Period	October 1, 2012 – September 30, 2015						

Part I – Applicant Information

Applicant							
Project Lead	Dr. Kevin Wagner						
Title	Associate Director						
Organization	Texas Water Resources Institute / Texas A&M Institute of Renewable Natural Resources						
E-mail Address	klwagner@ag.tamu.edu						
Street Address	2118 TAMU						
City	College Station	County	Brazos	State	Texas	Zip Code	77843-2118
Telephone Number	979-845-2649			Fax Number	979-845-8554		

Project Partners	
Names	Roles & Responsibilities
Texas State Soil and Water Conservation Board (TSSWCB)	Provide state oversight and management of all project activities and ensure coordination of activities with related projects and TCEQ.
Texas Water Resources Institute/Texas A&M Institute of Renewable Natural Resources (TWRI/IRNR)	Provide overall program management including project coordination, submission of quarterly and final reports, delivery of riparian education programs, website development and management, distribution and support of web-based training, and evaluation of program effectiveness.
Texas A&M Forest Service (TFS)	Riparian Team Member: Assist with program development, marketing, and delivery
Texas A&M AgriLife Research – Ecosystem Science and Management Dept. (ESSM)	Riparian Team Member: Assist with program development, marketing & delivery
Texas Parks and Wildlife Department (TPWD)	Riparian Team Member: Assist with program development, marketing & delivery
Nueces River Authority (NRA)	Riparian Team Member: Develop web-based education programs & resources; assist with program development, marketing, and delivery.
USDA-Natural Resource Conservation Service (NRCS)	Riparian Team Member: Assist with program development, marketing, and delivery
Texas Riparian Association (TRA)	Riparian Team Member: Assist with program development, marketing, and delivery
Texas Tech University Llano River Field Station (TTU-LRFS)	Riparian Team Member: Assist with program development, marketing, and delivery

Part II – Project Information

Project Type							
Surface Water	X	Groundwater					
Does the project implement recommendations made in (a) a completed WPP, (b) an adopted TMDL, (c) an approved I-Plan, or (d) a Comprehensive Conservation and Management Plan developed under CWA §320?				Yes	X	No	
If yes, identify the document.		Draft Buck Creek Watershed Protection Plan; Eight Total Maximum Daily Loads for Indicator Bacteria in Dickinson Bayou and Three Tidal Tributaries; Draft Geronimo and Alligator Creeks Watershed Protection Plan; Implementation Plan for One Total Maximum Daily Load for Bacteria in Gilleland Creek; Report for Task 2, Watershed Protection Plan, of the Grant Entitled Control of Nonpoint Source Loads in the Hickory Creek Sub-basin of the Lake Lewisville Watershed as a Component of a Watershed-Based Water Quality Trading Program; Fifteen TMDLs for Indicator Bacteria in Watersheds of the Lake Houston Area; A Watershed Protection Plan for the Pecos River in Texas; Plum Creek Watershed Protection Plan; San Bernard River Watershed Protection Plan					
If yes, identify the agency/group that developed and/or approved the document.		Buck Creek Watershed Partnership facilitated by Texas Water Resources Institute and TSSWCB; TCEQ, University of Houston, and CDM; The Geronimo and Alligator Creeks Watershed Partnership facilitated by GBRA, Texas AgriLife Extension Service and TSSWCB; TCEQ and the Lower Colorado River Authority; The City of Denton in cooperation with CH2M HILL, Texas A&M University, and the University of North Texas; TCEQ and James Miertschin & Associates, Inc.; Landowners and entities in the Pecos River watershed, facilitated by AgriLife Extension, TWRI and TSSWCB; Plum Creek Watershed Partnership facilitated by Texas AgriLife Extension Service and TSSWCB; Houston-Galveston Area Council and TCEQ			Year Developed		2012; 2012, 2012, 2007, 2008; 2011; 2008; 2008; 2011

Watershed Information					
Watershed Name(s)	Hydrologic Code (12Digit)	Unit	Segment ID	305(b) Category	Size (Acres)
Buck Creek	111201050204, 111201050208, 111201050303, 111201050305 111201050307, 111201050401 111201050407, 111201050501 111201050502	- - - -	0207A	2	187,270
Cedar Creek	120301070101 120301070111; 120301070201 120301070206; 120301070301 120301070310	- - -	0818	5c	675,788
Dickinson Bayou	120402040200		1103	5a	63,287
Geronimo Creek (including its tributary, Alligator Creek)	121002020110, 121002020111		1804A	5c	44,152
Gilleland Creek	120903010106		1428C	4a	52,866
Hickory Creek – Tributary to Lewisville Lake	120301030804		0823	Not Assessed	110,634
Lampasas River (Lampasas River above Stillhouse Hollow Lake, Rocky Creek, Sulphur Creek, Simms Creek)	120702030101 120702030509	- -	1217 1217A 1217B 1217C	5c 2 2 2	839,800
Little Cypress Creek	120401020105		1009E	5a	34,687

Pecos River	130700010201	-			
	130700010207;	-			
	130700010301	-			
	130700010305	-			
	130700010401	-			
	130700010408;	-			
	130700010503	-			
	130700010506	-			
	130700010601	-			
	130700010605;	-			
	130700010701	-			
	130700010705	-			
	130700010801	-			
	130700010803;	-			
	130700010901	-			
	130700010906	-			
	130700011001	-			
	130700011006;	-			
	130700030101	-			
	130700030106	-			
	130700030201	-			
	130700030204;	-			
	130700030301	-			
	130700030308	-			
	130700030401	-			
	130700030403;	-			
	130700040101	-			
	130700040106	-			
	130700040301	-			
	130700040305;	-			
	130700040401	-			
	130700040406	-			
	130700040501	-			
	130700040506;	-			
	130700040601	-			
	130700040605	-			
	130700040701	-			
	130700040705;	-			
	130700040801	-			
	130700040806	-			
	130700050101	-			
	130700050106;	-			
	130700050201	-			
	130700050205	-			
	130700050301	-			
	130700050304;	-			
	130700060101	-			
	130700060105	-			
	130700060201	-			
	130700060206;	-			
130700060301	-				
130700060306	-				
130700060401	-				
130700060405;	-				
130700060501	-				
130700060506	-				
130700060601	-				
130700060605;	-				
		2311	5c	8,958,079	

Plum Creek	110901050702, 110901050703, 111002030102, 111301050208, 111302090204, 120100040204, 120301010104, 120500030306, 120601020401, 120702010804, 120702010805, 120800020403, 121002030401 121002030403	–	1810	4b	288,240
San Bernard River	120904010101, 120904010102, 120904010104, 120904010109, 120904010205, 120904010207, 120904010302, 120904010304 120904010306, 120904010308	–	1301 1302 1302A 1302B	5c 5a 5c 5c	672,000
Upper Llano	120902020101 120902020109; 120902020201 120902020206	– –	1415	1	1,209,850

Water Quality Impairment			
Describe all known causes (pollutants of concern) of water quality impairments or concerns from any of the following sources: <i>2010 Texas Integrated Report</i> , Clean Rivers Program Basin Summary/Highlights Reports or other documented sources.			
Segment ID	Body Name	Impairment	Code
0818	Cedar Creek Reservoir	pH	5c
1103	Dickinson Bayou Tidal	Bacteria	5a
		Depressed DO	5a
1103A	Bensons Bayou	Bacteria	5a
1103B	Bordens Gully	Bacteria	5a
1103C	Geisler Bayou	Bacteria	5a
		Depressed DO	5c
1103D	Gum Bayou	Bacteria	5c
1103E	Cedar Creek	Bacteria	5b
1104	Dickinson Bayou Above Tidal	Bacteria	5a
		Depressed DO	5c
1804A	Geronimo Creek	Bacteria	5c
1428C	Gilleland Creek	Bacteria	4a
1009E	Little Cypress Creek	Bacteria	5a
2311	Upper Pecos River	Depressed DO	5c
1810	Plum Creek	Bacteria	4b

1217B	Sulphur Creek	Depressed DO	5c
1217D	North Fork Rocky Creek	Depressed DO	5b
1301	San Bernard River Tidal	Bacteria	5c
1302	San Bernard River Above Tidal	Bacteria	5b
1302A	Gum Tree Branch	Bacteria	5b
1302B	West Bernard Creek	Bacteria	5b
		Depressed DO	5c
Water Quality Concerns			
0207A	Buck Creek	Nitrate	CS
1103	Dickinson Bayou Tidal	Chlorophyll-a	CS
		Depressed DO	CS
1103B	Bordens Gulley	Depressed DO	CS
1103C	Geisler Bayou	Depressed DO	CS
1103D	Gum Bayou	Bacteria	CN
1103E	Cedar Creek	Depressed DO	CS
1104	Dickinson Bayou Above Tidal	Depressed DO	CS
1804A	Geronimo Creek	Nitrate	CS
1428C	Gilleland Creek	Bacteria	CN
		Nitrate	CS
		Orthophosphorus	CS
1009E	Little Cypress Creek	Nitrate	CS
		Orthophosphorus	CS
		Total phosphorus	CS
1217B	Sulphur Creek	Depressed DO	CS
2311	Upper Pecos River	Bacteria	CN
		Chlorophyll-a	CS
		Depressed DO	CS
		Golden alga	CN
1810	Plum Creek	Depressed DO	CS
		Nitrate	CS
		Orthophosphorus	CS
		Total phosphorus	CS
1301	San Bernard River Tidal	Chlorophyll-a	CS
1302	San Bernard River Above Tidal	Depressed DO	CS
1302A	Gum Tree Branch	Bacteria	CN
		Depressed DO	CS
1302B	West Bernard Creek	Depressed DO	CS
Special Interest			
0207A	Buck Creek	Bacteria	WAP
-	Hickory Creek	-	WAP
1217	Lampasas River Above Stillhouse Hollow Lake	Bacteria	WAP
1415	Upper Llano		WAP

Project Narrative

Problem/Need Statement

Riparian degradation is a major threat to water quality, in-stream habitat, terrestrial wildlife, aquatic species, and overall stream health. Conversely, proper management, protection, and restoration of riparian areas decrease bacteria, nutrient, and sediment loadings to waterbodies; lower in-stream temperatures; improve dissolved oxygen levels; improve aquatic habitat; and ultimately improves macrobenthos and fish community integrity. Elevated bacteria, low dissolved oxygen, and degraded habitat and aquatic communities account for 70% of the impairments (436 of the 621) on the *2010 Texas Integrated Report*.

To improve the management of these sensitive and vital ecosystems, riparian education programs are needed regarding the nature and function of riparian zones, their benefits, and BMPs for protecting them. This will not only reduce NPS pollution, it will provide tremendous ecosystem service benefits and direct economic benefits to the community.

The State of Texas has more than 200,000 miles of rivers and streams that, along with closely associated floodplain and upland areas, comprise corridors of great economic, social, cultural, and environmental value. These riparian corridors are complex ecosystems that include the land, plants, animals, and network of streams within them. They perform a number of ecological functions such as modulating streamflow, storing water, removing harmful materials from water, and providing habitat for aquatic and terrestrial plants and animals. Simply put, the health of riparian systems is paramount to stream health.

Streams and riparian zones reflect the sum of impacts of natural and man-induced disturbances of drainage areas or watersheds. Management of the land, streams, and riparian zones affects not only individual landowners, but also livestock, wildlife, aquatic life and ecosystem services for everyone downstream. By understanding the processes, key indicators and impacts of disturbances, activities that hinder recovery, landowners and other citizen-stakeholders can evaluate these systems and improve their management to produce desired conditions.

Changes within a surrounding ecosystem (e.g., watershed) will impact the physical, chemical, and biological processes occurring within a stream corridor. Stream systems normally function within natural ranges of flow, sediment movement, temperature, and other variables, in “dynamic equilibrium.” Over the years, human activities have contributed to changes in the dynamic equilibrium of stream systems. These activities have manipulated stream corridor systems for a wide variety of purposes, including domestic and industrial water supplies, irrigation, transportation, hydropower, waste disposal, mining, flood control, timber management, recreation, aesthetics, and fish and wildlife habitat. Increases in human population along with industrial, commercial, and residential development place heavy demands on stream corridors. The cumulative effects of these activities result in significant direct and indirect changes, not only to stream corridors, but also to the ecosystems or watersheds they are located in. The direct changes include degradation of water quality, decreased water storage and conveyance capacity, loss of habitat for fish and wildlife, and decreased recreational and aesthetic values. While the indirect changes are harder to quantify such as air quality, decomposition of wastes, and other ecosystem services we all take for granted, there is direct economic benefits that can be calculated. Many cities, such as Austin, have found that improving creek and floodplain protection is needed to prevent unsustainable public expense to maintain drainage infrastructure.

Benefits of healthy riparian/stream systems:

- High quality habitat for both aquatic and riparian species
- Dissipation of flood energy and reduced downstream flood intensity and frequency
- Higher, longer-lasting and less variable baseflow between storm events
- Deposition of sediment in the floodplain, stabilizing it and maintaining downstream reservoir capacity longer
- Debris and nutrient use and filtering in the floodplain to improve water quality and dissolved oxygen levels in the aquatic system
- Riparian vegetation canopies to shade streams and reduce their temperatures, providing a food base for aquatic and riparian fauna

- Fewer invasions of exotic undesirable riparian species
- Higher biodiversity than terrestrial uplands
- “Stabilized” banks, which reduce erosion and protect ownership boundaries
- Increased economic value through wildlife, livestock, timber, and recreational enterprises
- Improved rural land aesthetics and real estate values

Riparian education workshops have been offered in the past by agencies such as Texas A&M AgriLife Extension Service (e.g. Trinity River basin), Texas A&M AgriLife Research (e.g. Lampasas River), TRA, and most recently the Nueces River Authority in conjunction with TPWD utilizing NRCS experts as instructors. These workshops have received tremendous interest in both the Nueces River Basin and Plum Creek and Lampasas River watersheds, attracting 50-120 participants. A successful workshop format has already been established and field tested. Feedback from these workshops has been very positive. Further, TPWD is initiating a statewide riparian education effort; however, offerings will be limited to approximately 4/yr targeting areas where there are additional habitat programs. This program will coordinate closely with TPWD on both delivery and content to ensure landowners throughout the state are provided a consistent message of riparian enhancement and protection. Additionally, groups like the Stream Teams coordinated by Texas A&M AgriLife Research at Blackland Research and Extension Center and the North Central Texas Council of Governments and USEPA-R6 were focused on providing technical assistance through consultations and recommendations, informal project review and ordinance review, and also worked to improve public awareness of the benefits of healthy streams and riparian areas through a geomorphology training workshops directed to local officials, city engineers, developers and consultants. The funding for these Stream Team efforts ended several years ago, but the structure is still in place to provide technical assistance as needed. Also, groups like TCU periodically host riparian education workshops such as the upcoming 2012 workshop titled “Restoration and Management of Riparian Corridors” and the 2011 Conference on riparian area restoration held at TCU for governments, agencies, and consultants (<https://lifelong.is.tcu.edu/wconnect/CourseStatus.awp?~~10CTSRCA>).

Riparian management is an important component of the Lone Star Healthy Streams program (TSSWCB 09-06 and 12-08). However, riparian management is not the focal point of Lone Star Healthy Streams which specifically targets BMPs for addressing bacteria contributions to streams (of which proper riparian management is one); but, it does not focus on the broader perspective of the nature and function of riparian zones (fluvial geomorphology, hydrology, vegetation) or the benefits and direct economic impacts from ecological services of healthy riparian zones.

Unfortunately, these programs cannot comprehensively meet the diverse needs of the entire state, and in many cases they lack funding to continue efforts even at the local scale. An evaluation of the NRA Riparian Network by Oregon State University concluded that barriers to continued program operation and improvements included limited staff time and availability to support the program, a limited number of riparian experts in the region available to facilitate workshops, and lack of secure funding. Chief among these barriers was the lack of a continuous, dedicated funding source.

Further, there lacks a unifying and overarching linkage to the myriad of educational workshops and conferences focused on riparian education. There is a critical need to create synergy between the framework established by these programs and efforts. This project will create this synergy and build off of these successful local programs to establish the State’s mechanism to deliver riparian education in high priority watersheds. This project will implement a riparian education program to support and enhance riparian management and water quality protection efforts by all agencies and organizations actively engaged in watershed planning across Texas. This program will benefit watershed efforts regardless of constituent targeted or whether the watershed is urban or rural. Further, by protecting these ecologically sensitive riparian areas, communities will be able to improve water quality while maintaining healthy ecosystems, providing wildlife habitat, opportunities for outdoor recreation and enhanced ecosystem services.

Project Narrative**General Project Description (Include Project Location Map)**

TWRI will work through this project to include the delivery of daylong riparian education programs by conducting riparian trainings in targeted watersheds and providing access to the program through web-based distance training tools delivered via web. TWRI/IRNR will coordinate a Riparian Team for this project composed of TFS, ESSM, TPWD, NRCS, TRA, NRA, TTU-LRFS, and others to assist with program development, marketing, and delivery. TWRI/IRNR will organize instructor teams for each event, composed of members of the Riparian Team, contractors, and others as needed to deliver the Riparian Education Programs.

This program will be built upon the successful efforts and lessons learned through the Riparian Landowners' Network which was designed and implemented by the NRA. Contributions and guidance from NRA based on their delivery of more than 30 workshops will provide a firm foundation for this project's efforts and allow a quick start for this program propelling this project to success. Further, as NRA continues to develop resources for landowners in their basin, this project will work closely with them to coordinate and expand the reach and audience for their resources.

As utilized for NRA riparian workshops, a 3-4 person team will be used to provide each training program. The basic existing framework established by NRA and other past trainings will be utilized and expanded upon where possible. The morning session will include registration and pre-test, followed by indoor classroom style presentations. During lunch additional presentations may be provided that relate to the issues and or landscape for the area. The afternoon training session will be outside at one or more stream locations, where participants can see in the field firsthand the vegetation and functions they learned about in the classroom setting. One group will perform the stream walk instruction and the other will have additional discussions/presentations about stream functions and dynamics, flooding, etc. Each group will then switch and conduct the other task.

The program will be adapted to meet local needs. For example, the program will be adapted in coordination with the Riparian Team for urban areas as needed. TFS will be integral for both adapting the program and delivering it in East Texas. Due to logging activities in this region and specific requirements placed on such operations, the program will be adapted in coordination with the TFS to meet the needs of landowners and issues these logging areas and ensure consistency with existing logger training programs. Further, TFS is the recognized expert in Texas with regards to bottomland hardwood forests and their vegetation and management. As these bottomland forests are vital to riparian protection and improvements, the TFS expertise will be needed to ensure the program retains the needed expertise to appropriately manage these critical systems.

To help market the program and further expand the reach of the program, presentations of varying length (15/30/45/60 min.) will be developed and delivered to audiences throughout the state through county Extension programs, watershed stakeholder meetings, Clean Rivers Program Basin Steering committees, and other venues. These presentations will be available for delivery by anyone on the Riparian Team. Additionally, key elements and messages will be incorporated into presentations delivered by the TFS Program Coordinator, TWRI, and others on the Riparian Team throughout the state to generate greater interest in riparian protection efforts and increasingly expand requests for the program and its resources. It is anticipated that this will greatly increase program momentum and concurrently initiate implementation of riparian protection concepts by landowners, setting the stage for greater improvements in riparian habitat, stream stability, and water quality.

The program will coordinate with the TFS, NRCS, TRA, River Authorities, local soil and water conservation districts (SWCDs), County Extension Agents (CEAs), and particularly the TPWD and its riparian programs. TWRI/IRNR will coordinate Riparian Team meetings/teleconferences for planning workshops and materials review approximately every 6 months.

Riparian Landowner Trainings. Riparian landowner trainings (one daylong, 5 in year 1 and 10 per year in years 2-3) will focus on the nature and function of riparian zones (fluvial geomorphology, hydrology, vegetation), the benefits and direct economic impacts from ecological services of healthy riparian zones, BMPs for enhancing and protecting riparian zones, and technical and financial resources and incentives available for implementing riparian BMPs and riparian protection

measures. Riparian education programs will cover an introduction to riparian principles, watershed processes, basic hydrology, erosion/deposition principles, riparian vegetation, potential causes of degradation and possible resulting impairment(s), and available local resources including technical assistance and tools that can be employed to prevent and/or resolve degradation. Existing resources and guides will be used for these trainings; however, where possible, regional information and curriculum will be developed. The goal is for participants to better understand and relate to riparian and watershed processes, the benefits that healthy riparian areas provide, and the tools that can be employed to prevent and/or resolve degradation and improve water quality. As a part of the training, participants will be educated on the importance of riparian protection activities. A major goal of the program will be to foster implementation of riparian BMPs. Training will also emphasize the need for watershed planning that supports maintenance of a natural hydrograph. Restoration of riparian areas degraded by changes to the natural hydrologic regime must be conducted in concert with efforts to remedy those upstream disturbances. At the conclusion of the training, participants will receive a certificate of completion.

TWRI/IRNR and the Riparian Team will work in concert with state and local organizations to select and schedule locations for the riparian education programs. Priority will be given to agencies and organizations currently involved in WPP or TMDL processes and those planning future watershed efforts (Fig. 1). Subsequently, additional watersheds will be selected based on impairment status, environmental sensitivity, and/or other priority issues. Due to the size of many watersheds in the state and in an effort to enhance outreach, riparian education programs, in both urban and rural settings, may be offered multiple times and at different locations within prioritized watersheds. Five workshops will be offered in year 1 and at least ten workshops will be conducted annually in years 2 and 3 in the highest priority watersheds.

Agency proper functioning condition trainings: Annual 2-day training programs will be coordinated to provide detailed training on proper functioning condition for agency personnel including TPWD, NRCS, CEAs, TSSWCB, TFS, Texas Department of Transportation (TXDOT), Texas Commission on Environmental Quality (TCEQ), SWCDs, General Land Office (GLO), Texas Water Development Board (TWDB), River Authorities, U.S. Fish and Wildlife Service (USFWS), and Nonpoint Source (NPS) personnel. These will be led by the NRCS – Texas State Riparian Service Team and TPWD and coordinated by TWRI/IRNR.

Two Statewide Riparian Conferences will be held to provide additional riparian information to those interested. These may be held in conjunction with the TRA, professional societies, River Authorities, etc. These conferences will springboard from the momentum began by the NRA's Riparian Summit held in October 2011 in San Antonio with the National Riparian Service Team and multiple agencies, NGOs and landowners in attendance.

Web-Based Resources. In cooperation with this project, web-based resources will be developed by the Nueces River Authority with non-federal funding from several private foundations to deliver comprehensive riparian information. These will include voice-over PowerPoint presentations from the riparian landowner trainings, videos, and other resources designed to help K-12, nature groups, and landowners better understand the many functional benefits of our Texas riparian landscapes. Citizens unable to attend face-to-face events will be encouraged to utilize the web-based voice over PowerPoint presentation versions of the training. The NRA "Remarkable Riparian" website will be linked to the TWRI Water Resources Training Program website to increase program availability and accessibility.

Evaluation and Assessment. Both the face-to-face training and presentations available on the web programs will include an evaluation component to assess program effectiveness and to modify and enhance curriculum content to achieve project goals. A two-stage evaluation approach will be used to measure both knowledge and behavior changes of individuals participating in the program.

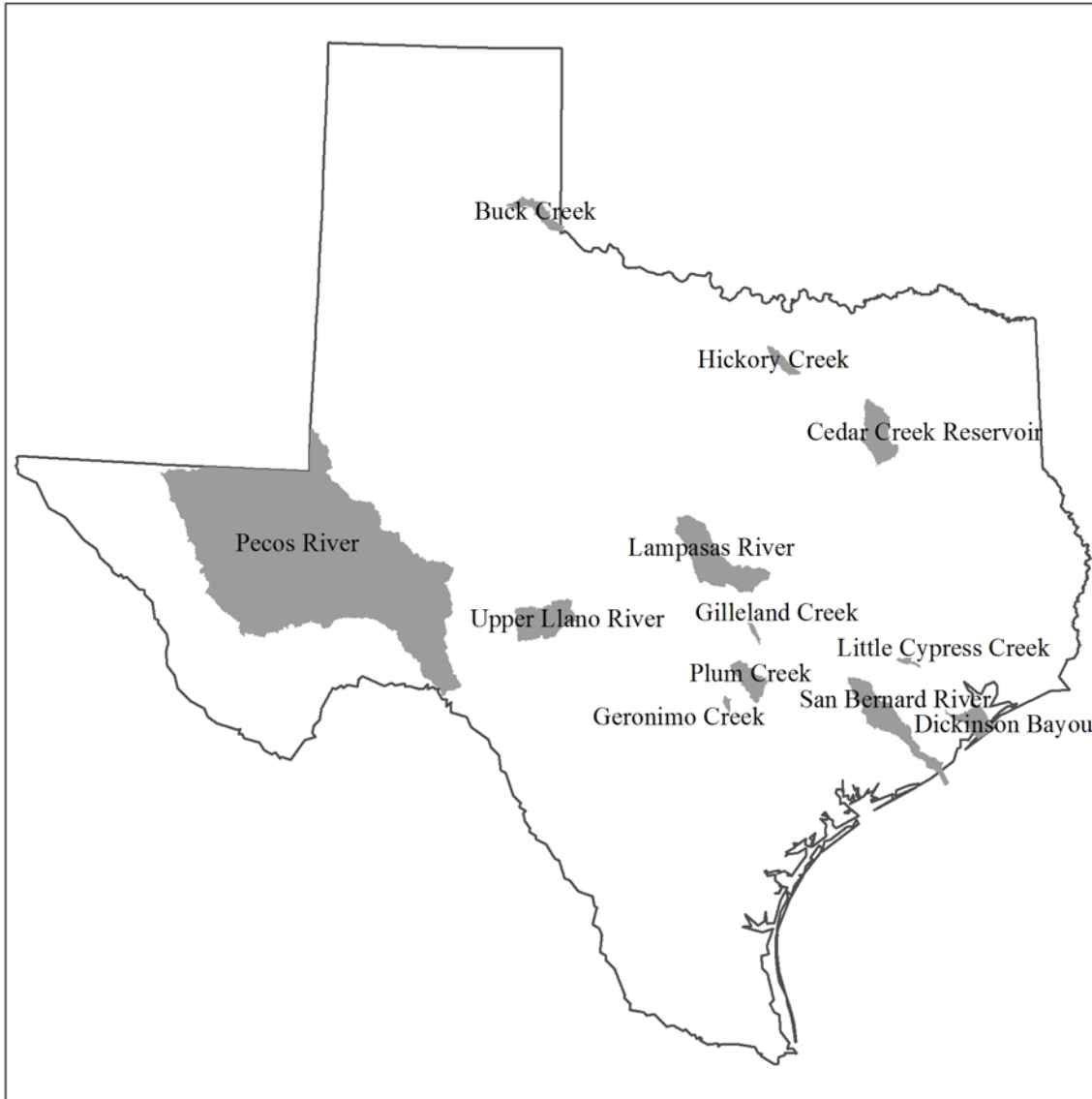
Stage 1. A pre-/post-test evaluation strategy will be implemented at the beginning and end of both the face-to-face educational program and web-based training program. The pre-test will ask knowledge-based questions and post-test will measure the same knowledge-based questions to determine the knowledge increase of participants. In addition, the post-test will include 'satisfaction' questions and 'intentions to change or adopt' questions.

Stage 2. A six-month follow-up assessment instrument will also be sent to participants via email to complete the

assessment and ascertain what practices were actually adopted six months after participating in the program.

Results will be summarized in a project final report. Briefs also may be developed to document and enhance the success of future riparian education and similar training programs.

Figure 1. Initial Priority Watersheds



Tasks, Objectives and Schedules						
Task 1	Project Administration					
Costs	Federal	\$18,000	Non-Federal	\$12,000	Total	\$30,000
Objective	Administer, coordinate and monitor all work performed under this project including technical and financial supervision and preparation of status and final reports.					
Subtask 1.1	TWRI/IRNR will prepare electronic quarterly progress reports (QPRs) for submission to TSSWCB. QPRs shall document all activities performed within a quarter and shall be submitted by the 15 th of January, April, July and October. QPRs shall be distributed to all project partners.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 1.2	TWRI/IRNR will perform accounting functions for project funds and will submit appropriate Reimbursement Forms to TSSWCB at least quarterly.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 1.3	TWRI/IRNR will host coordination meetings or conference calls, at least quarterly, with project partners to discuss project activities, project schedule, communication needs, deliverables, and other requirements. TWRI/IRNR will develop lists of action items needed following each project coordination meeting and distribute to project personnel.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 1.4	TWRI/IRNR will attend and participate in meetings, as appropriate, in order to communicate project goals, activities and accomplishments to affected parties. Such meetings may include, but are not limited to, Clean Rivers Program Basin Steering Committees, Texas Watershed Planning Short Course, Texas Watershed Coordinator Roundtables, and the TSSWCB Southeast and South Central Texas Regional Watershed Coordination Steering Committee.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 1.5	TWRI/IRNR will develop (Month 1-3), host and maintain (Months 4-36) a website to serve as a public clearinghouse for project-related information. This website will serve as a means to disseminate information to stakeholders and the general public.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 1.6	TWRI/IRNR will develop a final report covering all project activities.					
	Start Date	Month 31		Completion Date	Month 36	
Deliverables	<ul style="list-style-type: none"> • Quarterly progress reports in electronic format • Reimbursement Forms and necessary documentation in hard copy format • Lists of action items from project coordination meetings • Project website • Final Report in electronic and hard copy formats 					

Tasks, Objectives and Schedules						
Task 2	Coordinate and deliver riparian education programs					
Costs	Federal	\$312,168	Non-Federal	\$133,787	Total	\$445,955
Objective	Deliver riparian education programs to targeted watersheds to promote healthy riparian areas, thus healthy watersheds, by increasing citizen awareness, understanding, and knowledge about the nature and function of riparian zones, their benefits, and BMPs for protecting them and minimize NPS pollution.					
Subtask 2.1	TWRI/IRNR will employ an Extension Program Specialist who will serve as the Riparian Education Program Coordinator and will be responsible for the general oversight and coordination of all project activities and for promoting, coordinating, and delivering riparian education training events and web-based tools.					
	Start Date	Month 1		Completion Date	Month 3	
Subtask 2.2	TWRI/IRNR will establish a Riparian Team to direct this synergistic project. This Riparian Team will include TWRI/IRNR, ESSM, TFS, TPWD, NRA, NRCS, TRA, and TTU-LRFS. This Riparian Team will assist with program development, marketing, and delivery. This Riparian Team will serve as the primary pool of instructors to deliver the Riparian Education Program. The Riparian Team will meet as frequently as needed, likely quarterly in year 1 and semi-annually in years 2-3.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 2.3	The Extension Program Specialist will compile the amassed body of work utilized by the various entities for riparian workshops and conferences. In conjunction with the Riparian Team, the Extension Program Specialist will select the most appropriate educational materials and resources for use in identified priority watersheds. Although existing resources and guides will be used for trainings; where possible, regional information and curriculum will be developed by the Extension Program Specialist and Riparian Team. TFS will be integral for both adapting the program and delivering it in East Texas. NRA will be integral for adapting the program and delivering it in the Texas Hill Country and South Texas and providing the Riparian Team their valuable experience of program delivery in the Nueces watershed. As possible, TWRI/IRNR and the Riparian Team will work with cities to adapt the program for delivery in urban areas as well.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 2.4	TWRI/IRNR will work in concert with TSSWCB, TCEQ, TPWD, NRCS, TFS, and other state and local organizations to select locations for the riparian education training events. This project will deliver riparian education programs to targeted watersheds across the state. Priority watersheds will be selected in collaboration with TSSWCB, and with input from TCEQ and others, and primarily represent those with approved WPPs or TMDLs and those developing or planning development of WPPs or TMDLs. Initial priority shall be given to Buck Creek, Cedar Creek Reservoir, Dickinson Bayou, Geronimo Creek, Hickory Creek, Lampasas River, Pecos River, Plum Creek, San Bernard River, and Upper Llano River. Other watersheds may be selected based on need and in response to collaborations with other groups and organizations, including river authorities, SWCDs, local citizen groups/watershed associations, etc. Watersheds will be selected consistent with the State's implementation of the Texas NPS Management Program. Additional watersheds will be selected based on impairment status, environmental sensitivity, and/or other priority issues. TWRI/IRNR and TSSWCB will periodically make collaborative decisions to re-prioritize and add to/remove from the list of watersheds.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 2.5	The Extension Program Specialist will work to establish CEU credits for the riparian education program to encourage participation by landowners and water resource professionals.					
	Start Date	Month 1		Completion Date	Month 12	
Subtask 2.6	TWRI/IRNR, with assistance of the Riparian Team, will actively market riparian education trainings through news releases (AgriLife News and local media outlets), internet postings, newsletter announcements, public/conference presentations, flyers, etc., to enhance awareness and utilization. TSSWCB must review and approve all project-related content in any materials prior to distribution.					
	Start Date	Month 3		Completion Date	Month 36	

Subtask 2.7	<p>TWRI/IRNR, with assistance of the Riparian Team, will deliver 25, daylong riparian education training events in prioritized watersheds (Subtask 2.4) during the project period. Five programs are planned for delivery in year 1 and 10 each year during years 2 and 3. Certificates of completion will be provided to all participants in the trainings.</p>				
	<table border="1"> <tr> <td data-bbox="261 279 578 310">Start Date</td> <td data-bbox="583 279 894 310">Month 6</td> <td data-bbox="899 279 1211 310">Completion Date</td> <td data-bbox="1216 279 1523 310">Month 36</td> </tr> </table>	Start Date	Month 6	Completion Date	Month 36
Start Date	Month 6	Completion Date	Month 36		
Subtask 2.8	<p>TWRI/IRNR in collaboration with the Riparian Team will develop a series of riparian education presentations of various lengths (15/30/45/60 min.) and provide them to a variety of audiences and venues statewide such as those listed in Subtask 1.4, but also including county and multi-county Extension programs, landowner workshops, SWCD programs, and other suitable venues. Further, key elements of the program will be incorporated into presentations delivered by TFS, TWRI/IRNR, and others on the Riparian Team and delivered to a variety of audiences throughout the state.</p>				
	<table border="1"> <tr> <td data-bbox="261 516 578 548">Start Date</td> <td data-bbox="583 516 894 548">Month 3</td> <td data-bbox="899 516 1211 548">Completion Date</td> <td data-bbox="1216 516 1523 548">Month 36</td> </tr> </table>	Start Date	Month 3	Completion Date	Month 36
Start Date	Month 3	Completion Date	Month 36		
Subtask 2.9	<p>TWRI/IRNR will coordinate annual 2-day agency trainings on assessing proper functioning condition with the NRCS State Riparian Service Team. These programs will provide detailed training on proper functioning condition for agency personnel including TPWD, NRCS, CEAs, TSSWCB, TXDOT, TCEQ, SWCDs, GLO, TWDB, River Authorities, USFWS, and NPS personnel.</p>				
	<table border="1"> <tr> <td data-bbox="261 684 578 716">Start Date</td> <td data-bbox="583 684 894 716">Month 13</td> <td data-bbox="899 684 1211 716">Completion Date</td> <td data-bbox="1216 684 1523 716">Month 36</td> </tr> </table>	Start Date	Month 13	Completion Date	Month 36
Start Date	Month 13	Completion Date	Month 36		
Subtask 2.10	<p>TWRI/IRNR will coordinate two statewide riparian conferences in coordination with the Texas Riparian Association, professional organizations, River Authorities, or other entities annual meetings.</p>				
	<table border="1"> <tr> <td data-bbox="261 789 578 821">Start Date</td> <td data-bbox="583 789 894 821">Month 13</td> <td data-bbox="899 789 1211 821">Completion Date</td> <td data-bbox="1216 789 1523 821">Month 36</td> </tr> </table>	Start Date	Month 13	Completion Date	Month 36
Start Date	Month 13	Completion Date	Month 36		
Deliverables	<ul style="list-style-type: none"> • Summaries of Riparian Team meetings and action items • Standardized presentations of various lengths • CEU credits for Program • Periodically updated list of specific watersheds where riparian education trainings have been and will be implemented • Schedules, agendas, and attendance lists for riparian education trainings, PFC trainings, and statewide conferences • Collection of press releases, newspaper articles, newsletters, public information statements, etc., as developed and disseminated 				

Tasks, Objectives and Schedules						
Task 3	Develop web-based riparian education programs and resources					
Costs	Federal	\$28,773	Non-Federal	\$93,537	Total	\$122,310
Objective	To expand the reach and participation in the Riparian Education Program via web-based resources.					
Subtask 3.1	Using non-federal funds from private foundations, the NRA will provide web-based, digital delivery of comprehensive riparian information through development of the Remarkable Riparian website. NRA will work with TWRI/IRNR and the Riparian Team to produce high quality audio-visual presentations, targeting both rural and urban audiences, for inclusion on the website. This will expand participation in riparian education programs by 1) supporting different adult learning styles and preferences, 2) providing flexible learning opportunities for interested citizens who have time and/or mobility constraints, and 3) enabling ready access to program resources statewide.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 3.2	NRA will track usage of Remarkable Riparian website and report it with each quarterly report.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 3.3	The Nueces River Authority will also participate on Riparian Team assisting with development, marketing, and delivery of riparian landowner programs, annual conferences, and other trainings.					
	Start Date	Month 1		Completion Date	Month 36	
Deliverables	<ul style="list-style-type: none"> • Web-based delivery mechanism (e.g. voice-over PPTs) • Tracking report of website usage 					

Tasks, Objectives and Schedules						
Task 4	Evaluate the effectiveness of the riparian education trainings and web-based resources					
Costs	Federal	\$12,000	Non-Federal	\$8,000	Total	\$20,000
Objective	To measure both knowledge and behavior changes of individuals participating in the program.					
Subtask 4.1	TWRI/IRNR will conduct pre- and post-training evaluations (for both group instruction and web-based trainings) to assess increased knowledge of participants on the nature and function of riparian zones, their benefits, and BMPs for protecting them and minimize NPS pollution; to evaluate participant satisfaction with the program; and to evaluate participant's intentions to change their behavior as a result of the program. Additionally, TWRI/IRNR will deliver a follow-up assessment via email (6-month follow-up for both watershed-based and computer-based trainings) to ascertain behavior changes actually adopted by participants.					
	Start Date	Month 1		Completion Date	Month 36	
Subtask 4.2	TWRI/IRNR will analyze results obtained from the pre-/post-tests and 6-month follow-up assessment using descriptive, correlational, and analysis of variances statistical procedures. Results will be used to periodically evaluate and modify riparian education program materials and incorporated into the final report.					
	Start Date	Month 1		Completion Date	Month 36	
Deliverables	<ul style="list-style-type: none"> • Pre-/post-test evaluations for watershed- and web-based riparian education programs • Six-month follow-up assessments for watershed- and web-based riparian education programs • Results from evaluations 					

Project Goals (Expand from Summary Page)

- Facilitate the promotion of healthy watersheds and improve water quality through the delivery of riparian and stream ecosystem education programs with a focus on priority watersheds via group trainings and web-based distance training components.
- To increase citizen awareness, understanding, and knowledge about the nature and function of riparian zones, their benefits, and BMPs to protect them and minimize NPS pollution.
- To enhance interactive learning opportunities for riparian education across the state and establish a larger, more well-informed citizen base working to improve and protect local riparian and stream ecosystems.
- To connect landowners with local technical and financial resources to improve management and promote healthy watershed and riparian areas on their land.

Measures of Success (Expand from Summary Page)

- Deliver a minimum of 25 riparian education programs to 550 participants in prioritized watersheds
- Coordinate 3 Proper Functioning Condition trainings to agency personnel
- Coordinate 2 statewide riparian conferences
- Numbers of citizens using web-based riparian education program presentations
- Increased knowledge and understanding of riparian function and implementation of BMPs by individuals participating in the program, as measured by pre-/post-tests and 6-month follow-up assessment

2005 Texas Nonpoint Source Management Program Reference (Expand from Summary Page)**Goals and/or Milestone(s)**

Element 1 – Explicit short- and long-term goals, objectives and strategies that protect surface...water

LTG: To protect and restore water quality from NPS pollution through assessment, implementation and education

1. Focus NPS abatement efforts ...and available resources in watersheds identified as impacted by NPS pollution.
2. Support the implementation of state, regional, and local programs to prevent NPS pollution through assessment ...and education.
4. Increase overall public awareness of NPS issues and prevention activities.

STG Three – Education: Conduct education and technology transfer activities to help increase awareness of NPS pollution and prevention activities contributing to the degradation of waterbodies... by NPS.

- Objective A – Enhance existing outreach programs at the state, regional, and local levels to maximize the effectiveness of NPS education.
- Objective B – Administer programs to educate citizens about water quality and their potential role in causing NPS pollution.
- Objective F – Implement public outreach and education to maintain and restore water quality in waterbodies impacted by NPS pollution.

Element 2 – Working partnerships...to appropriate, state,...regional, and local entities, private sector groups, and federal agencies.

Element 3 – Balanced approach that emphasizes both statewide NPS programs and on-the-ground management of individual watersheds

Part III – Financial Information

Budget Summary			
Federal	\$370,941	% of total project	60%
Non-Federal	\$247,324	% of total project ($\geq 40\%$)	40%
Total	\$618,265	Total	100%
Category	Federal	Non-Federal	Total
Personnel	\$158,589	\$71,395	\$229,984
Fringe Benefits	\$43,488	\$16,685	\$60,173
Travel	\$42,500	\$0	\$42,500
Equipment	\$0	\$0	\$0
Supplies	\$1,400	\$0	\$1,400
Contractual	\$28,773	\$93,537	\$122,310
Construction	\$0	\$0	\$0
Other	\$48,300	\$7,686	\$55,986
Total Direct Costs	\$323,050	\$189,303	\$512,353
Indirect Costs ($\leq 15\%$)	\$47,891	\$22,901	\$70,792
Unrecovered IDC	\$0	\$35,120	\$35,120
Total Project Costs	\$370,941	\$247,324	\$618,265

The TSSWCB CWA §319(h) NPS Grant Program has a 60/40% match requirement. The cooperating entity will be reimbursed 60% from federal funds and must contribute a minimum of 40% of the total costs to conduct the project. The 40% match must be from non-federal sources and should be described in the budget justification. Reimbursable indirect costs are limited to no more than 15% of total federal direct costs. The project budget generally covers a three year period.

Budget Justification (Federal)		
Category	Total Amount	Justification
Personnel	\$158,589	<ul style="list-style-type: none"> • TWRI/IRNR Extension Program Specialist (0.75 FTE) (\$133,819) • TWRI/IRNR Communications (0.05 FTE) (\$6,645) • TWRI/IRNR Program Coordinator (0.05 FTE) (\$6,124) • TFS Program Coordinator (0.1 FTE) (\$12,000)
Fringe Benefits	\$43,488	<ul style="list-style-type: none"> • 17.2% of personnel plus group health of \$474/mo. prorated per FTE
Travel	\$42,500	<ul style="list-style-type: none"> • TWRI/IRNR Travel - 25 trainings x \$460/training: \$77/night lodging + \$46/day for ~2 days per diem + \$291/training for mileage for travel for training & as needed, travel for site visits prior to training (\$11,500) • Instructor Travel – 2-3 instructors per training (est. 2.5/training) x 25 trainings x \$460/training: \$77/night lodging + \$46/day for ~2 days per diem + \$291/training for mileage (582 mi. x \$0.50/mi) for travel for training & as needed, travel for site visits prior to training (\$11,500) (\$28,750) • TFS Travel – 9 trainings x \$250/training: \$77/night lodging + \$46/day for per diem + \$127/training for mileage (254 mi. x \$0.50/mi.) for travel for training (\$2,250)
Equipment	\$0	N/A
Supplies	\$1,400	<ul style="list-style-type: none"> • TWRI Supplies: screen at \$100, table top poster at \$50; Paper, envelopes, ink cartridges, pens, pencils, and other office and meeting supplies at \$50/meeting (\$1,400)
Contractual	\$28,773	<ul style="list-style-type: none"> • Nueces River Authority
Construction	\$0	N/A
Other	\$48,300	<ul style="list-style-type: none"> • Printing of presentations for each participant at an estimated \$14/participant x ~20 participants/training (\$280/training) (\$7,000) • Facility Rental (\$300/training) (\$7,500) • Instructor Fees: 25 trainings x \$500/training/instructor x 2.5 instructors/training) (\$31,250) • Other TWRI costs (\$2,550): computer, monitor, and printer at \$1,250; projector at \$600; and 2 outdoor microphones at \$350 each
Indirect	\$47,891	<ul style="list-style-type: none"> • 15% of the following: Total Direct Costs minus Contractual plus \$25,000 (only allowed to charge IDC on first \$25,000 of contracts)

Budget Justification (Non-Federal)		
Category	Total Amount	Justification
Personnel	\$71,395	<ul style="list-style-type: none"> • TWRI/IRNR Associate Director (0.05 FTE) (\$11,451) • TWRI/IRNR Director (0.08035 FTE) (\$40,705) • ESSM Asst. Prof. of Ecohydrology (0.0416 FTE in yrs 1 & 2) (\$7,239) • TFS Program Coordinator (0.1 FTE) (\$12,000)
Fringe Benefits	\$16,685	<ul style="list-style-type: none"> • 17.2% of personnel plus group health of \$474/mo. prorated per FTE
Travel	\$0	N/A
Equipment	\$0	N/A
Supplies	\$0	N/A
Contractual	\$93,537	<ul style="list-style-type: none"> • Nueces River Authority
Construction	\$0	N/A
Other	\$7,686	<ul style="list-style-type: none"> • TRA volunteer time for 2 conferences (\$21.35/hr x 20 hr/year x 6 board members for planning/coordinating/hosting conferences) (\$7,686)
Indirect	\$22,901	<ul style="list-style-type: none"> • 26% of the following: Total Direct Non-Federal Costs (\$189,303) minus TRA volunteer time (\$7,686) minus NRA match (\$93,537)
Unrecovered IDC	\$35,120	<ul style="list-style-type: none"> • 11% of the following: Total Direct Federal Costs (\$323,050) minus Federal Contractual (\$28,773) plus \$25,000 (only allowed to charge IDC on first \$25,000 of contracts)

Contractual Budget Justification (Federal) – Nueces River Authority		
Category	Total Amount	Justification
Personnel	\$7,641	<ul style="list-style-type: none"> • NRA Director of Resource Protection & Education (0.042 FTE)
Fringe Benefits	\$2,139	<ul style="list-style-type: none"> • 28% of personnel
Travel	\$1,500	<ul style="list-style-type: none"> • 3-4 trainings/year in Texas Hill Country x \$125-165/trip/training for mileage (\$1,500)
Equipment	\$0	N/A
Supplies	\$0	N/A
Contractual	\$0	N/A
Construction	\$0	N/A
Other	\$13,740	Paper, envelopes, ink cartridges, pens, pencils, and other office supplies (\$670/yr), postage (\$285/yr), office space rental (\$1,855/yr), postage machine rental (\$255/yr), copier rental (\$380/yr), phone & internet (\$1,135/yr) (\$4,580/yr)
Indirect	\$3,753	<ul style="list-style-type: none"> • 15% of Total Federal Direct Costs (\$25,020)

Contractual Budget Justification (Non-Federal) – Nueces River Authority		
Category	Total Amount	Justification
Personnel	\$27,373	• NRA Director of Resource Protection & Education (0.152 FTE)
Fringe Benefits	\$7,664	• 28% of personnel
Travel	\$4,000	• \$1,500 in Year 1 & 2, \$1,000 in Year 3
Equipment	\$0	N/A
Supplies	\$0	N/A
Contractual	\$54,500	• Content creation, web creation, and delivery for Digital Riparian Network
Construction	\$0	N/A
Other	\$0	N/A
Indirect	\$0	N/A

ATTACHMENT II

**General Conditions – Part 31 of
Cooperative Agreement No. C9-996236-19**

Administrative Conditions

This Assistance Agreement is awarded in accordance with the **Federal Grants and Cooperative Agreement Act of 1977**. Areas of substantial EPA involvement, beyond the normal exercise of performance evaluation and program review, have been detailed in specific output objectives which resulted from negotiation between EPA and the recipient. These areas are included in the application for this award and have become a part of this Agreement.

1. The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this Agreement, in accordance with all applicable provisions of **40 CFR Chapter 1, Subchapter B**. The recipient warrants, represents, and agrees that it and all its contractors, employees and representatives, will comply with all APPLICABLE provisions of **40 CFR Chapter 1, Subchapter B, INCLUDING BUT NOT LIMITED TO** the provisions of **40 CFR Parts 31, 32, 33, 34 and 35**. This award may be reduced or terminated at such time the recipient fails to comply with the program objectives, grant award conditions, or Federal reporting requirements.
2. Recipient standards of administration, property management, procurement and financial management, as well as records and facilities of recipients, their contractors and subcontractors are subject to audit and inspection by the Comptroller General of the United States and the U.S. Environmental Protection Agency in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, or A-110, as appropriate, A-133 and 40 CFR Part 31. The recipient's standards governing procurement will be in accordance with 40 CFR, Part 31.36, Part 33 and OMB Circular A-102. The recipient shall maintain a financial management system which meets the requirements of 40 CFR Part 31.20.
3. The Federal share of allowable expenditures chargeable to this assistance project will be financed by the EPA AUTOMATED CLEARING HOUSE (EPA-ACH) PAYMENT SYSTEM or U.S. TREASURY AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.

The recipient will strictly adhere to the accounting and reporting procedures described in the EPA-ACH Recipient's Manual for the duration of the project. Three conditions should receive special attention:

- a. Cash drawdowns will be made only as actually needed for disbursements.
 - b. SPECIAL NOTE: When a drawdown under the EPA-ACH Payment System occurs, the recipient must show the Assistance Agreement Number(s) under "Financial Data" on the EPA-ACH Payment Request Form. Requests for payment should be faxed to:

(702) 798-2423
Las Vegas Finance Center
Attention: Region 6 Financial Specialist
 - c. The recipient will impose the same standards of timing and reporting on secondary recipients if any.
4. **QUALITY MANAGEMENT PLAN (QMP)** - The recipient will submit an update or revision of the Quality Management Plan annually to the Region Quality Assurance Manager (6MD) for approval, or a certification that the plan is current, and include a copy of the recipient's new approval pages for the QMP.

5. **QUALITY ASSURANCE PROJECT PLAN (QAPP) - Sixty days prior to the initiation of any environmental measurements or data generation**, the recipient shall submit to the EPA Project Officer, for review and approval, a written Quality Assurance Project Plan (QAPP) for this grant project. The QAPP shall comply with the guidelines specified in the document entitled "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations", EPA QA/R5. If any change is required after EPA approval, the recipient must notify the Project Officer **immediately** and request approval for the change **prior to implementation**. At the end of each Federal Fiscal Year, September 30, the grantee shall certify in writing to the EPA Project Officer that the QAPP is current, and include a copy of the recipient's new approval pages for the QAPP.

Any costs for environmental measurements or data generation incurred prior to approval of the Quality Assurance Project Plan by the EPA Project Officer will be ineligible for reimbursement.

6. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designees, air share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Texas Commission on Environmental Quality as follows:

MBE: CONSTRUCTION - 7.34%; SUPPLIES- 19.57%; SERVICES - 12.98%; EQUIPMENT- 19.37%

WBE: CONSTRUCTION - 10.60%; SUPPLIES- 19.64%; SERVICES – 23.70%; EQUIPMENT – 14.15%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Texas Commission on Environmental Quality.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an available analysis, or disparity study, of

qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objectives/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal

fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Ms. Debora Bradford, Regional MBE/WBE Coordinator, Procurement Section (6MD-CG), U.S. EPA, Region 6, 1445 Ross Avenue, Dallas, Texas 75202-2733. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

7. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

8. Central Contractor Registration and Universal Identifier Requirements:

- A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient

must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

9. This award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

10. **Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

11. **HOTEL-MOTEL FIRE SAFETY**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies that the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

12. **LOBBYING AND LITIGATION – ALL RECIPIENTS – supplements the Lobbying condition.**

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engaged in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

13. **LOBBYING – ALL RECIPIENTS**

The recipient agrees to comply with title 40 CFR Part 34, *New Restrictions on Lobbying* . The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

14. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

15. In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit form an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient’s fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of SF-SAC and a Single Audit Report Package. **For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:**

Federal Audit Clearinghouse
 1201 East 10th Street
 Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse’s Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

16. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
17. EPA’s financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.
18. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient’s fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse’s Internet Data Entry System. Form complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

19. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability: Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report:

i. You must report each obligating action described in paragraph a.1. of this award term to www.fsr.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report: You must report the information about each obligating action that the submission instructions posed at www.fsr.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received --

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration Central Contractor Registration/System for Award Management profile available at www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards,
and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus* .
- ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. National Subaward Condition

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country;
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

21. Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

22. Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

23. Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

24. Trafficking in Persons.

a. *Provisions applicable to a recipient that is a private entity .*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct this is either–
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity .* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity–

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either–
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient .*

1. You must inform us immediately if any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions* . For purposes of this award term:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but to limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
- 25. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
 - a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
 - b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include that requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement – You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the

award is in effect; or use forced labor in the performance of the award or subawards under the award.

26. Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

1. SATISFACTORY PROGRESS & ANNUAL REPORT:

The recipient agrees to submit an annual report to the EPA Project Officer no later than **January 31, 2013**, in accordance with Section 319(h) (11). The report shall contain:

- a. The States progress in meeting the schedule of milestones in the approved Management Program, and
- b. Reductions in nonpoint source pollutant loading and improvements in water quality for the watershed projects identified in the work plan and other waters or watersheds identified in the States Assessment Report which have resulted from implementation of the Management Program.

Based upon the review of the most recent Annual Report dated **January 20, 2012** and in accordance with the provisions of the Clean Water Act, Section 319(h)(8), entitled, Satisfactory Progress, the Regional Administrator has determined that the Texas State Soil and Water Conservation Board has made satisfactory progress in meeting the milestone schedule as identified in the approved 2005 Nonpoint Source Management Program Plan.

2. SEMI-ANNUAL PROGRESS REPORTS:

Semi-annual progress reports documenting performance will be due for periods October 1st through March 31st, and April 1st through September 30th, no later than the last day of the month following the end of the progress periods. Performance Reports must adequately address progress in achieving agreed-upon project/program outputs and environmental outcomes. The recipient will work with EPA, Region 6, to define the scope of work performed. Progress reports can be submitted under GRTS.

3. PERIODIC REPORTING UNDER GRTS:

The recipient agrees to enter and update all grant data in the Grant Reports and Tracking System (GRTS) in accordance with current national program guidance and regional guidance. The nationally mandated elements, project level and task level data, shall be entered within 90 days of grant award. The data shall be updated by February 1 and September 1 of each year until the grant is closed.

4. FINAL PROJECT REPORTS:

A final project report is due to the EPA project officer 90 days after completion of each nonpoint source project. If a justified request is submitted by a grantee, the EPA project officer may extend the due date, pursuant to 40 CFR Part 31 if the delay in receiving the final individual project final report will extend beyond the end date of the grant. The report must describe project activities, and identify and discuss the extent to which project goals and purposes have been achieved, and the amount of funds actually spent on the project. The report should emphasize successes, failures, lessons learned, and should include specific

water quality data demonstrating water quality improvements. The report should address how the grantee will utilize it in future endeavors. Acceptance and approval of final project reports is the responsibility of the recipient. Final project reports will be provided as hard copy and electronically (as attachments to GRTS) and the GRTS database will be updated to reflect the project status as complete.

5. CONDITION FOR EXPENDITURE COMMITMENT:

In accordance with Section 319(h) of the Clean Water Act, the grantee commits to expend the funds awarded in this grant and to complete the funded projects in accordance with the work plan included in its grant application and incorporated into this agreement by reference. In particular, the grantee will award all proposed contracts and intergovernmental agreements within one year after the grant award.

6. USING INCREMENTAL FUNDS IN IMPLEMENTATION OF WATERSHED PLANS:

The recipient has received a grant to implement one or more watershed-based plans. The recipient shall complete the development of a watershed-based plan, including all of the information required by elements (a)—(i) in Section III. D of these guidelines ("Watershed-Based Plans"), prior to beginning to implement it with Section 319 funds.

Upon request by EPA, the recipient shall provide a copy of any watershed-based funded under Section 319 as well as any available information regarding the status of implementation activities and results, including but not limited to any reports on Best Management Practices (BMP's) implemented; 319 funds expended; contributions of funds by other sources to assist in implementation of the watershed-based plans (to the extent this information is readily available to the State); results achieved; and other relevant and appropriate information.

7. LIMITATIONS ON ADMINISTRATIVE COSTS:

Pursuant to Section 319(h) (12), administrative costs in the form of salaries, overhead, or indirect costs for services provided and charged against activities and programs carried out with the grant shall not exceed 10% of the grant award, except that the costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer are not subject to this limitation.

8. COOPERATIVE AGREEMENT OVERSIGHT AND ENVIRONMENTAL RESULTS:

Project management and execution will be very closely monitored by EPA representatives throughout the assistance agreement's project and budget periods. Effective implementation of the scope of work involves a jointly supported strong ongoing collaboration between the recipient and EPA. Technical assistance and coordination will be routine. EPA and the recipient will maintain a continuous dialogue for the rapid identification, solution, and escalation of problems to top level managers. In addition, EPA representatives will be specifically responsible for working with the recipient to achieve the following potential environmental results:

WQ-9a- Estimated annual reduction in million pounds of nitrogen from nonpoint sources to water bodies (Section 319 funded projects only).

WQ-9b- Estimated annual reduction in million pounds of phosphorus from nonpoint sources to water bodies (Section 319 funded projects only).

WQ-9c- Estimated annual reduction in million tons of sediment from nonpoint sources to water bodies (Section 319 funded projects only).

WQ-10- Number of water bodies identified by States in 1998/2000 (of subsequent years) as being primarily nonpoint source (NPS)- impaired that are partially of fully-restored (cumulative).

SP-10- Number of water bodies identified in 2002 as not attaining water quality standards where standards are now fully attained (cumulative).

9. OPERATION AND MAINTENANCE:

The recipient will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement, unless a particular practice did not function as planned. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this

grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub-recipient.

10. REPORTING ENVIRONMENTAL DATA:

The recipient agrees with that all data collected using 319 funding will be entered into the EPA STORET, GRTS and WebRIT databases, as appropriate. While the recipient is responsible for assuring that the data is entered into the appropriate databases, the project sponsor may do this if they have the capability. This will ensure that water quality data will reside in a centralized electronic environment where it can be properly organized, subjected to standardized levels of quality assurance, and easily accessed.

11. ULO SUFFICIENT PROGRESS CONDITION:

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

12. QAPP CONDITION:

No sampling and monitoring should occur prior to the approval of a Quality Assurance Project Plan. Should this activity occur, it is subject to non-reimbursement if done prior to obtaining an approved QAPP. Acceptable Quality Assurance Documentation must be submitted to the EPA Project Officer. Examples of acceptable QAPPs will be supplied to the recipient by the Grants Office in a post-award kit that will also include information regarding QAPP requirements. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the Quality Assurance Documentation has been approved (See 40 CFR 30.54 OR 31.45 as appropriate).

The recipient will develop a QAPP to support all environmental data operations with "EPA Requirements for Quality Assurance Project Plans" (QA/R-5, 3/01). The term "environmental data operations" refers to any measurement or information that describes environmental processes, conditions, or location; ecological or health effects; produced from models or surveys; compiled from other sources such as data bases and literature; or the performance of environmental technology. The QAPP must be approved by EPA before any data collection and/or generation activities begin. Unless an alternate schedule was previously agreed upon, no later than 60 days prior to the scheduled commencement of data collection and/or data generation activities, the recipient will submit a QAPP to the following:

Henry Brewer, EPA Project Officer
 US Environmental Protection Agency- Region 6
 1445 Ross Avenue, Suite 1200 (6WQ-AT)
 Dallas, TX 75202

13. FOOD AND LIGHT REFRESHMENTS CONDITION

Unless the event(s) and all of its components (i.e. receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the events(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins (41 CFR 301-74.11).

ATTACHMENT III

Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly.

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

Head of Agency or Organization

Date

Typed Name & Title

Name and Address of Agency/Organization:

ATTACHMENT IV

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

C9-996236-19 #12-07
EPA Project Control Number

**United States Environmental Protection Agency
Washington, DC 20460
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of it's knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT V

Certification Regarding Drug-Free Workplace Requirements

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The undersigned grant applicant/recipient certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition for employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee, or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code):

Signature of Agency/Organization Head Who Has Authority to Commit Agency Performance

Date

Typed Name & Title

Name of Agency or Organization

Note: Use of this format is optional. You may use this format or you may put this same information on your letterhead.

ATTACHMENTS

- I.** Scope of Work
- II.** U.S. Environmental Protection Agency Cooperative Agreement No. C9-996236-19
General Conditions - Part 31
- III.** Certification Regarding Lobbying
- IV.** Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- V.** Certification Regarding Drug – Free Workplace Requirements