



**RECIPIENT INFORMATION**

- 1. Recipient Name**  
TEXAS GENERAL LAND OFFICE  
1700 CONGRESS AVE  
AUSTIN, TX 78701
- 2. Congressional District of Recipient**  
37
- 3. Employer Identification Number (EIN)**  
746000108
- 4. UEI**  
RATCEAKNBRW7
- 5. Recipient Point of Contact**  
Julie McEntire  
julie.mcentire@glo.texas.gov
- 6. Authorized Official**  
Meghan Martinez  
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**FEDERAL AGENCY CONTACT INFORMATION**

- 7. Grant Specialist**  
Kylie Brock  
kylie.brock@noaa.gov
- 8. Program Officer**  
Perry Fennell  
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- 9. Grant Officer**  
Brandi Franklin  
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**FEDERAL AWARD INFORMATION**

- 10. Award Number / FAIN**  
NA25NOSX473C0212-T1-01 / NA25NOSX473C0212 / Mod 0
- 11. Award Type**  
Cooperative Agreement
- 12. Period of Performance Start Date & End Date**  
10/01/2025 – 09/30/2027
- 13. Budget Period Start Date & End Date**  
10/01/2025 – 09/30/2027
- 14. Federal Share of Cost**  
\$6,000,000
- 15. Recipient Share of Cost**  
\$0
- 16. Total Federal and Recipient Cost**  
\$6,000,000
- 17. Opportunity Number**  
NOAA-NOS-OCM-2024-27096
- 18. Project Title**  
Texas BIL CZM Habitat Protection and Restoration Competition
- 19. Assistance Listing Number and Name**  
11.473 Office for Coastal Management
- 20. R&D Award?**  
No
- 21. Construction Award?**  
No
- 22. Grants Officer – Signature and Award Date**  
Halima Turner – 08/01/2025



**Department of Commerce**  
NOAA  
NOS Office for Coastal Management (OCM)

**Notice of Award**  
NA25NOSX473C0212-T1-01

## **NOTICE OF NOAA AWARD COVER LETTER**

You are the recipient of NOAA award Number NA25NOSX473C0212-T1-01.

The Notice of Award (NoA) serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.473
- Project Period: 10/01/2025 – 09/30/2027
- Program Office: NOS Office for Coastal Management (OCM)
- Program Officer: Perry Fennell
- Program Officer Phone:
- Program Officer Email: perry.fennell@noaa.gov
- Total Federal Funding: \$6,000,000
- Total Non-Federal Funding: \$0
- Organization Name: TEXAS GENERAL LAND OFFICE
- Project Title: Texas BIL CZM Habitat Protection and Restoration Competition
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
  - o Julie McEntire

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

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**SECTION I – BUDGET INFORMATION****Approved Budget**

	Year 1 Federal	Year 2 Federal	Total
Other	\$6,000,000	\$0	\$6,000,000
Total Direct Charges	\$6,000,000	\$0	\$6,000,000
Indirect Charges	\$0	\$0	\$0
Federal	\$6,000,000	\$0	\$6,000,000
Non-Federal	\$0	\$0	\$0

**Authorized**

	Cumulative
Federal	\$6,000,000
Non-Federal	\$0
Total	\$6,000,000

**Authorized Funding Codes**

					Cumulative
140Y8KMZJG	24P00	141017000000000000	41001300	CZM BIL PROV 9	\$6,000,000
Total					\$6,000,000

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**SECTION II – NOAA STANDARD TERMS AND CONDITIONS**

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101  
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE GENERAL TERMS AND CONDITIONS  
<https://www.commerce.gov/oam/policy/financial-assistance-policy>  
The Department of Commerce Financial Assistance General Terms and Conditions (GT&Cs) issued October 1, 2024, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions  
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)  
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

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**SECTION III – SPECIFIC AWARD CONDITIONS****SPECIAL TERMS****Substantial Involvement**

This award is a cooperative agreement as described in 2 C.F.R. 200.1, meaning that the NOAA is substantially involved in the project. NOAA's participation involves the following:

NOAA Office for Coastal Management (OCM) staff will provide technical assistance and guidance to the Recipient and participate in programmatic activities beyond normal stewardship responsibilities in the administration of the award. OCM staff will closely monitor the award, and in its discretion, may review or monitor local programs for which the Recipient remains responsible. NOAA will collaborate and coordinate with the recipient on the project, and/or provide training on project-related matters to project staff, and provide assistance in the management and technical performance of the project activities. NOAA may require milestones before subsequent stages of the project may continue. NOAA may limit the recipient's discretion with respect to the scope of work, organizational

structure, staffing, mode of operations, and other management processes, which will be coupled with close monitoring of operational involvement during performance.

## Foreign Air Carrier

The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the recipient must receive prior approval from the Grants Officer.

## New Award

This competitive award number NA25NOSX473C0212 to Texas General Land Office supports the work described in the Recipient's proposal entitled, **Texas BIL CZM Habitat Protection and Restoration Competition**, dated 01/09/2025, as revised on 06/09/2025, 6/10/2025, 6/13/2025, and 7/10/2025, which is incorporated into the award by reference. This award is made under the following statutory authorities: Coastal Zone Management Act, 16 U.S.C. 1456c (Technical Assistance), 16 U.S.C. 1456-1 (CELCP), and the Infrastructure Investment and Jobs Act, Public Law 117-58. Where the terms of the award and proposal differ, the terms of the award shall prevail.

The terms in Section II of the Notice of Award applicable to this award are the version in effect at the time of award, unless the award is amended. Historical versions of 2 CFR 200 are available by clicking links at the top of the eCFR weblink in the Notice of Award.

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

*Buy America Preference.* Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States this means that all manufacturing processes for the construction material occurred in the United States. The construction materials standards are listed below.

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

*Categorization of articles, materials, and supplies.* An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this

paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

*Application of the Buy America Preference by category.* An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

*Determining the cost of components for manufactured products.* In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

*Construction material standards.* The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered produced in the United States. Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

#### *Waivers*

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);

the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (nonavailability waiver); or

the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver).

A request to waive the application of the Buy America Preference must be in writing. The Department will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

### *Definitions*

**Buy America Preference** means the domestic content procurement preference set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

**Construction materials** means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

i. Non-ferrous metals;

ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

iii. Glass (including optic glass);

iv. Fiber optic cable (including drop cable);

v. Optical fiber;

vi. Lumber;

vii. Engineered wood; and

viii. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**Infrastructure** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

**Infrastructure project** means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

**Iron or steel products** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**Manufactured products** means:

1. Articles, materials, or supplies that have been:
  - i. Processed into a specific form and shape; or
  - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

**Predominantly of iron or steel or a combination of both** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**Section 70917(c) materials** means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

#### IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

## **SPECIAL CONDITIONS**

### **Programmatic Requirements for CZM & NERRS Habitat Protection and Restoration Awards**

**A. Implementing Project Activities:** Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

**B. Field Work:** The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

**C. Safety:** The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

**D. Supplemental Guidance on Acknowledgement of Sponsorship for Coastal Management Program Awards:** The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications Special Award Condition in this award: The cover of

the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgment pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

**F. International Travel:** Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.d., all international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. 40118.

**G. Subaward and Contract Extensions:** The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

**H. Funding Acknowledgement Sign:** For any real property acquired under the award, the Recipient shall cause to be erected at the property a permanent plaque or sign satisfactory to NOAA that identifies the project and credits the National Oceanic and Atmospheric Administration as a funding source. The Recipient's final project report shall include photographs of the sign installed at the property as evidence that this award condition has been met, and sign guidance .

## Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary.

If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

## Land Acquisition General Requirements

### A. General requirements on land acquisitions and conservation easements:

The Recipient shall comply with all requirements set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions and 2 CFR 200, including 2 CFR 200.311, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA - 42 USC 4601 et seq., and implementing regulations issued at 15 CFR Part 11 and 49 CFR 24). The URA includes providing for fair and equitable treatment of displaced persons or of persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The URA also includes requirements regarding notifications to the property owner and conflict of interest considerations. Consistent with these requirements, the term real property as used in these Conditions includes fee interests as well as conservation easements. Unless approved by NOAA, conservation easements shall be perpetual in nature (as opposed to a conservation easement for a set term of years).

The Recipient agrees (a) Not to use any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the project for the purpose of advancing the economic interests of private parties; (b) Not to accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with the project for such purposes; and (c) Any use of the power of eminent domain to acquire land, easements or interests in land, whether by the recipient or any other

entity that has the power of eminent domain, in connection with the project without prior written consent of the operating unit constitutes an unauthorized activity and/or use of funds under the award, and subjects the recipient to appropriate enforcement action by the Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

**B. Post-acquisition requirements:** The Recipient shall manage the Property in accordance with the award. With the written approval of NOAA, Recipient may transfer the property to a public agency or entity that in the transfer document agrees to continue to manage the property in accordance with the award and to not further transfer the property without the written approval of NOAA. In the event NOAA becomes aware of title discrepancies or encumbrances that NOAA deems to interfere with the purpose for which these funds were granted, or if NOAA determines that the property has ceased to be used for the original purpose as approved by NOAA, the Recipient shall reimburse NOAA for the Federal funds received for the project as provided in 2 CFR 200.311.

**C. Deed Restriction Language:** Pursuant to 2 C.F.R. 200.316, the deed(s) for the real property(ies) acquired with funds from this award shall contain substantially the following provision:

"This property has been acquired [in part] with funds from Federal financial assistance award NA25NOSX473C0212 through NOAA's FY2024 Coastal Zone Management Habitat Restoration and Conservation funding under the Infrastructure Investment and Jobs Act. Title to the property conveyed by this deed shall vest upon acquisition in the Galveston Island Public School Division, or other public entity as approved by NOAA subject to the conditions that the property shall be managed for conservation purposes and consistent with the purposes for which it was acquired. The Galveston Island Public School Division shall not dispose of, exchange, encumber its title or other interests in, or convert the use of this property without the approval of NOAA or its successor agencies."

For each property acquired under the award, a copy of the recorded deed showing the required language shall be submitted with the final project report.

**D. Reimbursement of Grant Funds:** In the event NOAA becomes aware that the property or easement has been disposed of, transferred, or exchanged; there are title discrepancies or encumbrances that NOAA deems interfere with the purpose for which these funds were granted; or if NOAA determines that the property has ceased to be used for the purposes for the original purposes as approved by NOAA, the Recipient is subject to 2 CFR Part 200.311(c) Real Property Use and Disposition requirements, which include reimbursement to NOAA for the share of the federal funds received for the project based on the fair market value of the interest in the land at the time of disposal.

## Complete Acquisition Project Documentation

The Recipient will complete all necessary due diligence tasks, including those referenced below, unless Recipient requests, and NOAA determines, the task is not applicable. No NOAA funds may be expended on the acquisition until the Recipient has submitted the resulting due diligence documents to NOAA and NOAA has approved them.

**A. Appraisal:** Recipient shall commission an independent appraisal by a certified appraiser as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 C.F.R. 24. Appraisals are to be prepared according to those requirements which establish fair market value of the property, including the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA / Yellow Book) appraisal standard, and the Uniform Standards of Professional Appraisal Practice (USPAP) appraisal standard as applicable. The appraisal needs to have an effective date within one year prior to the date of acquisition. The purchase price of the property should be based on the appraisal. Older appraisals or negotiated purchase prices above the appraised value may be acceptable upon consultation with NOAA. The Recipient should also submit an independent review appraisal from a qualified review appraiser. Please note that NOAA retains the right to conduct a separate and/or additional appraisal review, depending on the issues raised within the appraisal as well as the amount of federal investment.

**B. Willing Seller Letter:** The recipient should submit a letter from the seller affirming that s/he is a willing participant in negotiations to sell the property at a mutually agreeable price.

**C. Evidence of Agreement:** Recipient shall provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached) and the price to be paid for the property.

**D. Preliminary Evidence of Title:** Recipient shall provide evidence that the seller of the property is the owner and has marketable title free and clear of any liens or encumbrances that materially affect the value of the property. An Attorney's Preliminary Opinion on Title or title insurance binder in favor of the Recipient may serve as evidence.

Recipient shall supply a copy of the title evidence along with copies of recorded exceptions to NOAA, and NOAA shall make a determination as to whether the condition of title is sufficient for the project to proceed. Rights of way for public streets and utilities are generally acceptable unless NOAA determines that the encumbrance is inconsistent with the goals of the restoration project.

**E. Environmental Site Assessment:** If available, the applicant should submit any environmental assessment (e.g. phase 1 or phase 2 assessment) or environmental impact statement that has been done for the property.

**F. Survey:** The Recipient shall provide a survey of the property in accordance with American Land Title Association/American Congress on Surveying and Mapping Minimum Standard Detail Requirements unless NOAA waives this requirement or determines the survey may be performed to lesser standards.

**G. Draft Deed, Conservation Easement or other use agreements:** The Recipient shall provide copies of any proposed deeds, conservation easements or other use agreements that may affect long term use of the property. All secondary easements and agreements must be consistent with the purposes of the award.

### **Funding Restriction for Land Acquisition**

Federal funds are not permitted to be expended for land acquisition under this award until NOAA reviews and approves the complete land acquisition project documentation. Specifically, the Recipient is not authorized to expend federal funds in the amount of \$6,000,000 for property acquisition until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them.

This information should be submitted via a Satisfy Specific Conditions Revision Request in eRA to NOAA's Office for Coastal Management by 3/31/2027, which is at least 90 days prior to the proposed acquisition date, in order to allow for due diligence review.

### **Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity**

This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By accepting this U.S. Department of Commerce financial assistance award, the recipient:

- (1) agrees that compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and
- (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

### **Leverage Reporting**

The recipient has proposed to use \$6,290,700 in leveraged funds as part of the overall support for the NOAA-funded project under this award. The recipient must include in each Performance Progress Report a description of the leverage used during the relevant reporting period. The reporting must also include an explanation for any proposed leverage cited in the proposal that will not be available or is otherwise not implemented as planned in association with the project. The recipient acknowledges that if the leverage cited in the proposal is not actually available for use on the project, NOAA may take this into account as applicable when assessing overall Performance Progress and any impact on the NOAA project.

## **STANDARD TERMS AND CONDITIONS**

## Performance Progress Report (PPR)-Award Start Date Semi-Annual

Project Progress Reports are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. A comprehensive final Project Progress Report is due within 120 days after the award expiration date and will include the last interim reporting period.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
04/30/2026	April 2026 Semi-Annual Report	Unresolved	
10/31/2026	October 2026 Semi-Annual Report	Unresolved	
04/30/2027	April 2027 Semi-Annual Report	Unresolved	

## Unmanned Aircraft Systems

If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for coordinating with the Federal Program Officer regarding any applicable policies and standards in NOAA's Office of Marine and Aviation Operations (OMAO) Handbook (June 2022, and any updates).

See [Uncrewed Aircraft Systems | Office of Marine and Aviation Operations](#).

In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.