

TPWD Contract Number: \_\_\_\_\_  
CoSA Contract Number: \_\_\_\_\_

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

**INTERLOCAL COOPERATION CONTRACT**

This Contract is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**I. CONTRACTING PARTIES:**

The Receiving Agency: Texas Parks and Wildlife Department ("TPWD" or "Receiving Agency")

The Performing Entity: City of San Antonio ("CoSA" or "Performing Entity")

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

CoSA shall conduct the Project entitled "Americans with Disabilities Act (ADA) Compliant Fishing Dock for Miller's Pond" as per Statement of Work attached hereto as Attachment A and incorporated herein for all purposes. The objective of this Project is to provide a fishing dock for Miller's Pond located in Miller's Pond Park. The Project consists of the purchase and installation of an ADA accessible fishing dock. Additionally, an aerator will improve the quality of the water at Miller's Pond.

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

Funding and Acknowledgment: This project is funded by the TPWD Habitat and Angler Access Program (HAAP). TPWD will provide CoSA with signage that shall be installed by CoSA at the project site to acknowledge the source of funding for the Project. Any related publications, web pages, media releases, or other information showcasing the project shall acknowledge that the project was supported by the TPWD HAAP.

TPWD Logo Use: TPWD hereby authorizes CoSA to use the TPWD HAAP logo in accordance with the TPWD HAAP Logo Use Agreement attached as Attachment B and incorporated herein for all purposes. The use of the TPWD HAAP logo is for the sole purpose of identifying TPWD as the funding source for this Project. The TPWD Logo Use Agreement shall be executed by CoSA at the time of execution of this Contract and shall remain in effect for the full term of this Contract.

Performance Reports: CoSA must submit reports upon request, and no later than the due dates below:

Report Title	Report Period	Due On or Before
Interim Performance Report	September 1, 2023 – August 31, 2024	October 31, 2024
Final Performance Report	September 1, 2024 – August 31, 2025	October 31, 2025

Report Format and Submission: Reports shall be presented via digital media or as specified by TPWD. Upon receipt of these reports, TPWD will review and make comments as needed. TPWD will forward any revision requests and comments, if any, to CoSA's Project Coordinator (named below, Section VIII) who shall respond to TPWD in writing within thirty (30) days of receipt of revision request.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Grant Management Standards (TxGMS). Property records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification that holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical

inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with TxGMS.

CoSA shall maintain and repair access structures and equipment purchased under this Contract per the requirements and for the expected life of the items per manufacturers' guidelines. Repairs and maintenance to access structures and equipment purchased under this Contract will not be required in the event of a natural disaster or unless authorized in writing by TPWD for specific circumstances.

### III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with TxGMS and additional state and federal rules and laws. The Parties agree that all the requirements of the TxGMS apply to this Contract, including the criteria for allowable costs.

Budget Revisions: CoSA may make adjustment(s) among approved cost categories (reimbursable and/or match) without prior approval from TPWD only if total dollar figure for adjustments does not exceed five percent (5%) of total annual reimbursable budget. Requests for budget revisions shall be submitted to [tpwd.contracting@tpwd.texas.gov](mailto:tpwd.contracting@tpwd.texas.gov) for review.

Travel: Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's travel policy.*

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement. Appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred during the invoiced period is required.

Indirect Cost: No indirect costs are associated with this Contract.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

### IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed **\$ 35,000 (thirty-five thousand dollars).**

Budgeted monies not spent in a given fiscal year **are** eligible to be rolled over to the following fiscal year(s).

**Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.**

### V. PAYMENT FOR SERVICES:

TPWD shall pay for services received from appropriation items or accounts of TPWD from which like expenditures would normally be paid, based upon vouchers drawn by TPWD payable to CoSA.

For payment purposes, CoSA (Entity receiving payment) shall submit to TPWD (agency making payment) an invoice with the CoSA's RTI (for funds transfer between state agencies at the Treasury) or a Purchase Voucher

(for deposit in local bank account). TPWD will enter payment information into USAS. This shall be recorded by TPWD in USAS as a state pass through, expenditure code 7611.

Payments received by Performing Entity shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Ten Percent (10%) of fiscal year funds will be held until receipt and acceptance of annual/final report by TPWD. TPWD will reimburse CoSA for one hundred percent (100%) of each invoice submitted up to ninety percent (90%) of the project budget.

## VI. INVOICING:

Invoice Schedule: Invoices for services performed shall be billed no less than **Quarterly**. Quarterly invoices shall correspond to the State of Texas fiscal year as follows:

Invoice Quarter	Period of Expenditures	Due On or Before
1st Quarter	September 1 <sup>st</sup> – November 30 <sup>th</sup>	January 29 <sup>th</sup>
2nd Quarter	December 1 <sup>st</sup> - February 28 <sup>th</sup> /29 <sup>th</sup>	April 29 <sup>th</sup>
3rd Quarter	March 1 <sup>st</sup> – May 31 <sup>st</sup>	July 30 <sup>th</sup>
4th Quarter	June 1 <sup>st</sup> – August 31 <sup>st</sup>	October 31 <sup>st</sup>

**Invoices submitted that cross fiscal years (9/1 – 8/31) will be returned to CoSA for modification and resubmission.**

Vendor Invoice Template & Submission: Reimbursement requests shall be submitted on TPWD’s Vendor Invoice – GA123; invoice available for download at <http://tpwd.texas.gov/business/grants/>. A sample invoice is attached hereto as Attachment C.

Invoices and invoice inquiries shall be sent to Mitch Nisbet at [Mitch.Nisbet@tpwd.texas.gov](mailto:Mitch.Nisbet@tpwd.texas.gov).

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred (**i.e. actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment**) during the invoiced period.

Invoice Conditions: If the invoice or backup documentation is not complete it will delay the processing of your invoice.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

## VII. CONTRACT CLOSEOUT:

CoSA must account for any real and personal property acquired with Contract funds or received from TPWD. TPWD will determine appropriate disposition of such property in accordance with TxGMS requirements.

CoSA must submit to TPWD, no later than 60 calendar days after the end date of the period of performance, all financial, performance, property, and other reports as required by the terms and conditions of this Contract. TPWD will close-out the project when it determines that all applicable administrative actions and all required work of the Contract have been completed by CoSA. If TPWD determines that all applicable administrative actions and all required work of the Contract have been completed, the final 10% of Fiscal year funds that were held will be released. TPWD will make prompt payments to CoSA for allowable reimbursable costs under the Contract being closed out.

## VIII. CONTRACT ADMINISTRATION:

### TPWD Project Coordinator

Mitchell Nisbet  
Fisheries Biologist  
12861 Galm Road #7  
San Antonio, Texas 78254  
210-688-9460

[Mitch.Nisbet@tpwd.texas.gov](mailto:Mitch.Nisbet@tpwd.texas.gov)

### TPWD Contract Point of Contact

Debra Borrego, CTCM  
Contract Specialist  
4200 Smith School Road  
Austin, Texas 78744  
512-389- 4574

[tpwd.contracting@tpwd.texas.gov](mailto:tpwd.contracting@tpwd.texas.gov)

### CoSA Project Coordinator

Lyn Kinton  
Parks and Recreation Administrator  
City of San Antonio  
100 W. Houston Street, 17th Floor  
San Antonio, Texas 78205  
210-207-0149

[Lyn.Kinton@sanantonio.gov](mailto:Lyn.Kinton@sanantonio.gov)

### CoSA Contract Point of Contact

Lyn Kinton  
Parks and Recreation Administrator  
City of San Antonio  
100 W. Houston Street, 17th Floor  
San Antonio, Texas 78205  
210-207-0149

[Lyn.Kinton@sanantonio.gov](mailto:Lyn.Kinton@sanantonio.gov)

## IX. TERM OF CONTRACT:

This Contract is to begin **upon signature** and shall terminate on **August 31, 2025**.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

Pre-award costs as of **September 1, 2023** are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-award costs incurred by CoSA are incurred at CoSA's risk.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

## X. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type.
- B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type; however, due to its high-risk threshold, it is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: [https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa\\_6.php](https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa_6.php).
- C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Entity.
- D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- E. Equipment means tangible personal property having a useful life of more than one (1) year and an acquisition cost of at least Five Thousand Dollars (\$5,000).
- F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- G. Public Information Act means Chapter 552 of the Texas Government Code.
- H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
- I. TxGMS means Texas Grant Management Standards – the terms of which shall control for purposes of this Contract effective January 1, 2022. (<https://comptroller.texas.gov/purchasing/grant-management/>)

## **XI. GENERAL TERMS AND CONDITIONS:**

Abandonment or Default: If Performing Entity defaults on the contract, TPWD reserves the right to cancel this Contract without notice.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Unilateral Amendment: TPWD may issue a unilateral amendment, which does not require the Performing Entity's signature, under circumstances that include the following: and/or amending the name and address of a contract contact.

Texas Public Information Act: The Performing Entity is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If the Performing Entity receives any requests for information created pursuant to or that pertains to this contract, Performing Entity will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Right to Audit / Records Retention: Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency or federal agency with audit authority, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit.

Disallowed Costs: The Performing Entity is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Supplies: If Performing Entity has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value, Performing Entity will notify TPWD and get instructions for disposition.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2009 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the Performing Entity, terminate this Contract, in whole or in part, for cause if the Performing Entity fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Performing Entity of intent to terminate, and TPWD will provide the Performing Entity with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

Termination for Convenience: Performing Entity may terminate this Contract with thirty (30) days written notice if circumstances beyond its control prevent its fulfillment of the Contract. Performing Entity shall notify TPWD in writing of the reasons for and the effective date of termination. TPWD will submit such documentation to USFWS.

Upon its delivery of written notice to terminate, Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

In the event of termination for any reason, the Performing Entity shall be paid for all work satisfactorily completed to the date of termination and for any non-cancelable obligations related to the Contract, such reimbursement not to exceed the total amount specified in this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Civil Rights: The Performing Entity agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. To the extent applicable to this Contract, the Performing Entity shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the term of the Contract; and
- b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, this Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf,

shall be immediately reported to TPWD and the State Historic Preservation Officer (SHPO). The Performing Entity shall stop all operations in the area of potential effect until written authorization to proceed is issued by TPWD and SHPO after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

Assignment: The Performing Entity shall not assign or subcontract the whole or any part of the Contract without TPWD's prior written consent.

Entire Agreement; Modifications: The Contract supersedes all prior agreements, written or oral, between Performing Entity and TPWD and will constitute the entire Contract and understanding between the parties with respect to the subject matter hereof. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Performing Entity.

Venue and Governing Law: This Contract shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Contract shall be Travis County.

Availability of Funds: The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state or federal funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or available funds which would render TPWD's or Performing Entity's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Performing Entity for any damages, that are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

Proprietary or Confidential Information: Performing Entity will not disclose any information to which it is privy under this Contract without the prior consent of TPWD.

Identification of Confidential Information: Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Contract if such Confidential Information:

- a) has been, is now, or later becomes publicly available through no fault of Recipient;
- b) has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;
- c) has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
- d) was known to Recipient prior to the date it received such Confidential Information from Discloser in a capacity without restriction or limitation on its dissemination;
- e) has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or
- f) must be disclosed pursuant to law or court order, including the Public Information Act, provided the Receiver shall, whenever practicable, promptly notify Discloser.

Publication: Either Party may publish its results from this research project, subject to applicable landowner permission restrictions and any other restrictions contained herein. However, the publishing Party shall provide the other Party a thirty day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions.

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion: Performing Entity certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Performing Entity is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Severability: Each provision of this Contract is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

Conflict of interest: The Performing Entity must disclose in writing any potential conflict of interest to TPWD in accordance with applicable awarding agency policy.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

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

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**System for Award Management (SAM): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of an entity using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to a Performing Entity whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.**

[Signature page follows]

The undersigned contracting parties do hereby certify that the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected government entities.

RECEIVING AGENCY

PERFORMING ENTITY

TEXAS PARKS AND WILDLIFE DEPARTMENT

CITY OF SAN ANTONIO PARKS AND RECREATION DEPARTMENT

By: \_\_\_\_\_

Debra Borrego, CTCM  
Contract Specialist

By: \_\_\_\_\_

Homer Garcia III, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAM  
UEID: EVA9NVGH2K85

SAM  
UEID: Y92NJMQETF89

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## Habitat and Angler Access Program

### Scope of Work/Budget

The Scope of Work allows the applicant to provide greater detail on the proposed project that they might not have been able to include in the proposal with a 4-page limit. The Scope of Work also requires more specific project area and budget details. Please complete all sections of the Scope of Work form and submit along with items listed in the Scope of Work Submission Checklist in this form.

**Applying Organization:** Please provide the official name, mailing address, and contact information for the applying organization (including a person to serve as the primary contact).

**City of San Antonio Parks and Recreation Department**

100 W. Houston Street, 17<sup>th</sup> Floor  
San Antonio, Texas 78205

**Primary Contact:**

Lyn Kinton, Parks and Recreation Administrator  
[Lyn.Kinton@sanantonio.gov](mailto:Lyn.Kinton@sanantonio.gov)  
210-207-0149

**Project Location:** Please provide the name of the waterbody, county, nearest city, and Fisheries Management District in which the proposed project will occur.

- Waterbody: Miller's Pond in Miller's Pond Park
- Latitude/Longitude: 29.34513, -98.61869
- City: San Antonio
- County: Bexar
- Fisheries Management District: San Antonio

**Project Type:**

Habitat Restoration or Enhancement

Shoreline and Bank Angler Access

Both Habitat Restoration/Enhancement and Shoreline and Bank Angler Access

**Project Summary:** Provide a one-paragraph (<200 words) summary describing the project.

This project will provide a fishing dock for Miller's Pond located in Miller's Pond Park. The project would consist of the purchase and installation of an ADA accessible fishing dock. Additionally, an aerator will improve the quality of the water at Miller's Pond.

The project aligns with the Texas Parks and Wildlife Department Angler Access Priorities as follows:

- Currently the only access to fishing at Miller's Pond is from the shoreline. An ADA accessible fishing dock would improve existing shoreline access to anglers by getting them further out above the water.
- Miller's Pond Park is within the San Antonio city limits and serves the greater San Antonio and Bexar County area with a population of over 1.4M (according to 2020 US Census).
- An ADA fishing dock at Miller's Pond will provide greater access to anglers and enhance the existing partnership with the Texas Parks and Wildlife Department with Miller's Pond as a Neighborhood Fishin' Program site.

Creation of interpretive signage offers educational outreach to promote conservation of fish and wildlife resources and proper stewardship of the park. Signage displaying fishing tips, regulations, and fish identification will be implemented as part of the plans for this project.

**Project Need:** Please describe the need for the project. For habitat restoration and enhancement projects, describe the habitat deficiency or degradation to be addressed through the project. For angler access projects, describe how the project will address deficient access. Describe how the project addresses priorities described in the Request for Proposals.

Community fishing opportunities are necessary for offering diverse, convenient fishing experiences for families, especially youth, and they are also important for recruiting, reactivating, and retaining anglers that support conservation and sustainable fishing practices. Community fishing opportunities are less intimidating for inexperienced anglers than larger waterbodies.

Miller's Pond Park is located in an area that is predominantly Hispanic or Latino (approximately 87%) with an estimated 29.6% of the community living below the poverty level according to US Census data. The park serves as the main public fishing waterway in southwest San Antonio and draws anglers from across the city in addition to those from the local community. For the community, the fishing dock will provide additional access to fishing activities for a historically underserved population.

The ADA Fishing Dock would be purchased and installed at Miller's Pond Park. Through previous community engagement activities, the Parks and Recreation Department obtained feedback from the community that the community desired a fishing dock at Miller's Pond. In more recent public engagement activities, the community indicated increasing desire for a fishing dock and for the preferred location to be off the walking path on the south side of the pond.

The Parks and Recreation Department has previously designed a fishing dock for Miller's Pond. The design was interlocking dock sections of various shapes and sizes. The design included widths and railing that made the project fully ADA accessible for the project to offer an inclusive fishing experience for the community. Unfortunately, there was not funding available previously for a fishing dock at Miller's Pond. The award of this grant would provide the needed funding to complete this project.

Additionally, habitat restoration would include an aerator that would provide valuable oxygen to improve the water quality for Miller's Pond (especially in periods of drought which occur as frequently as annually).

**Project Objectives:** Describe anticipated outcomes. For habitat restoration and enhancement projects, describe the methods and materials used as well as the scale at which the project will occur (e.g., number of acres, linear feet of shoreline or river, number of structures). Describe how the actions are anticipated to benefit one or more fish species present and improve angling and conservation efforts in the water body. For angler access projects, describe how the project will increase angler access and which communities are expected to be served by the project.

The project objectives align with the Texas Parks and Wildlife Department Angler Access Priorities as follows:

- Miller's Pond Park is within the San Antonio city limits and serves the greater San Antonio and Bexar County area with a population of over 1.4M (according to 2020 US Census). Currently the only access to fishing at Miller's Pond is from the shoreline. An ADA accessible fishing dock would improve existing shoreline access to anglers by getting them further out above the water.
- An ADA fishing dock at Miller's Pond will provide greater access to anglers and enhance the existing partnership with the Texas Parks and Wildlife Department with Miller's Pond as a Neighborhood Fishin' Program site.

Creation of interpretive signage offers educational outreach to promote conservation of fish and wildlife resources and proper stewardship of the park. Signage displaying fishing tips, regulations, and fish identification will be implemented as part of the plans for this project. The interpretive signage messaging helps to re-enforce other communication on these important topics that disseminated by other methods.

In general, the aerator will provide better water quality. More specifically, the aerator will provide more opportunities for healthy breeding (and less fish in conservation mode that has been experienced with existing conditions). In addition, future desired pond plants will have a better survival rate (as opposed to the lack of desire pond plant life currently due to the exist drought conditions with no aeration).

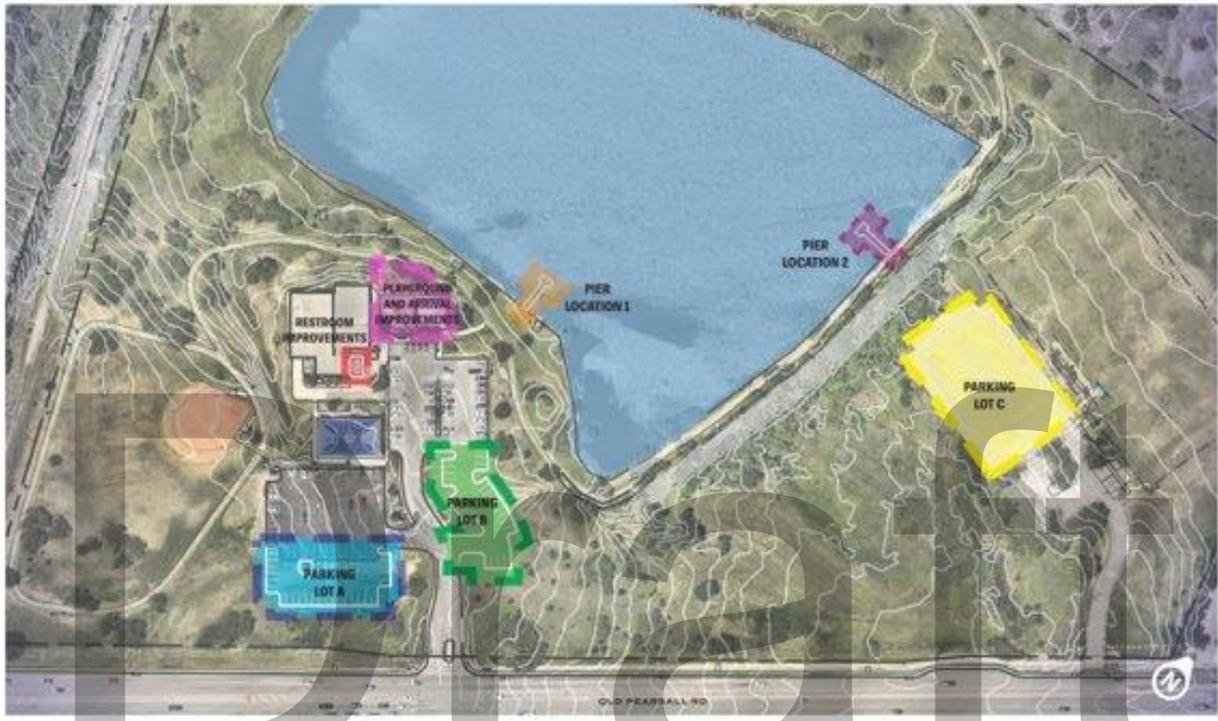
**Project Monitoring and Evaluation:** Will the project be monitored or evaluated after completion? If yes, how will the project be monitored and evaluated and for how long? Monitoring and evaluation should include quantifiable outcomes that directly assess anticipated benefits in the project objectives. Will the proposed project be part of a research project conducted or sponsored by TPWD?

The fish population at Miller’s Pond will be monitored in partnership with TPWD. The San Antonio Parks and Recreation Department has participated in various community fishing programs with TPWD over the years. Miller’s Pond is currently a Neighborhood Fishin’ Program site, and the San Antonio Parks and Recreation Department intends to continue participating in that program at this location for the foreseeable future.

The San Antonio Parks and Recreation Department is committed to maintaining the site in perpetuity to ensure that the water body continues to be suitable for providing a quality fishing opportunity. Following the completion of the proposed project, the San Antonio Parks and Recreation Department is committed to the maintenance of the pond infrastructure, the dock, and signage for a minimum of 15 years. Maintenance will include upkeep and repairs (as needed) of the components of these structures to ensure proper functioning, ensuring availability to anglers and other recreators, and maintaining site aesthetics. The San Antonio Parks and Recreation Department will continue to work with TPWD on management of the fish population and educational outreach opportunities as they arise. The San Antonio Parks and Recreation Department also plans to provide feedback from the park users, will assist with speaking points to media, social media promotions, and press releases about the project and the Habitat and Anglers Program (HAAP).

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**Project Maps:** Application should include two maps: one map indicating the general area where the proposed project will take place within the waterbody, and one map showing a more detailed plan for specific project components. Detail map should indicate areas that will be included in any necessary environmental or cultural resources clearances or permitting. Additional supporting maps may be included. Google Earth KML files or ESRI shapefiles of the project area are required and should indicate specific areas where each practice will occur. These shapefiles should be provided to the TPWD project leader.



**Timeline:** Provide a brief timeline for the project. Indicate the anticipated start date and completion date. Also indicate whether the proposed project is intended as part of a larger project to be completed in discrete phases.

- **October 2023:** Notice of Award of Grant/Receipt of Funding
- **October 2023-December 2023:** Process for selection of vendor of ADA Fishing Dock
- **January 2024:** Identification of Vendor for Fishing Dock Purchase/Creation of Purchase of Order for Vendor
- **February 2024-April 2024:** Construction of ADA Connection Walkway to Dock
- **August 2024:** Delivery of ADA Fishing Dock
- **September 2024:** Installation of ADA Fishing Dock and Educational Signage
- **October 2024:** Grand Opening Event
- **November 2024:** Project Close-out

**Budget Narrative:** Provide the approved amount of Habitat and Angler Access Program funds requested and amount of matching funds (if applicable). Describe specific intended uses of funds and sources of matching funds. If in-kind match (e.g., volunteer hours, use of equipment) is included, provide information on the basis of per unit costs used.

The approved amount of Habitat and Angler Access Program funding is \$35,000. There are no matching requirements, but the potential in-kind support includes:

- City of San Antonio 2022 Bond - Millers Pond Park: \$800,000 Construct general park improvements within available funding which may include restroom expansion and improvements, parking lot improvements, and playground shade enhancements.
- Regular routine maintenance of the fishing dock once installed.
- Periodic fishing programs and/or events utilizing the fishing dock.

**Site Photographs:** Submit photographs of the proposed project site. If possible, provide photographs that indicate habitat deficiencies or degradation to be addressed.



**Photos of Proposed Project Site:**



**Scope of Work Submission Checklist:**

- Scope of Work form
- Project location map (shows location of project within waterbody).
- Project detail map (shows areas where various restoration or construction actions will occur).  
Google Earth KML or ESRI Shapefiles are required.
- Site photographs
- Authorization letter, if the applicant is not the controlling authority of the water body. **N/A**
- Supporting compliance documentation (if applicable; i.e., U.S. Army Corps of Engineers correspondence, Texas Historical Commission, Texas Commission on Environmental Quality, Texas General Land Office, TPWD permits, etc.) **N/A**
- Documentation of proposed match (e.g., letter of intent to provide funds, materials, etc.).  
**N/A**
- Completed budget template.

**ESTIMATED TOTAL PROJECT COST**

**Project Name: Americans with Disabilities Act (ADA) Compliant Fishing Dock for Miller's Pond**

Cost Categories	TPWD Share	Partner Share	Total
<b>Project Dates: 9/1/23 - 11/31/24</b>			
Personnel .			\$ -
Personnel Salaries			\$ -
Fringe Benefits			\$ -
Travel .			\$ -
Equipment .			\$ -
Supplies .	\$ 35,000		\$ 35,000
Contractual			\$ -
Miscellaneous			\$ -
<b>Total Direct Cost</b>	\$ 35,000	\$ -	\$ 35,000
<b>Modified Total Direct Cost (MTDC)*</b>	\$ 35,000	\$ -	\$ 35,000
Indirect Cost Rate as applied to	\$ -	\$ -	\$ -
Unrecovered indirect as match (if applicable)			\$ -
<b>Total Indirect Costs (IDC)</b>	\$0	\$0	\$0
<b>Grand Total</b>	<b>\$35,000</b>	<b>\$0</b>	<b>\$35,000</b>
<b>Grand Total (%)</b>	<b>100.00%</b>	<b>0.00%</b>	<b>100.00%</b>

Enter full negotiated IDC rate:

NOTE: This budget **MUST** be reviewed and approved by the pass-thru entity's designated Contract Partner Point-of-Contact, such as a grant coordinator, a budget coordinator, or a reviewer from the Office of Sponsored Research. *If the budget indicates that part of your IDC will be waived to use as match, then the budget must be signed by the institution's official having the authority to negotiate indirect cost rates for your organization.*

X 

Contract Point-of-Contact

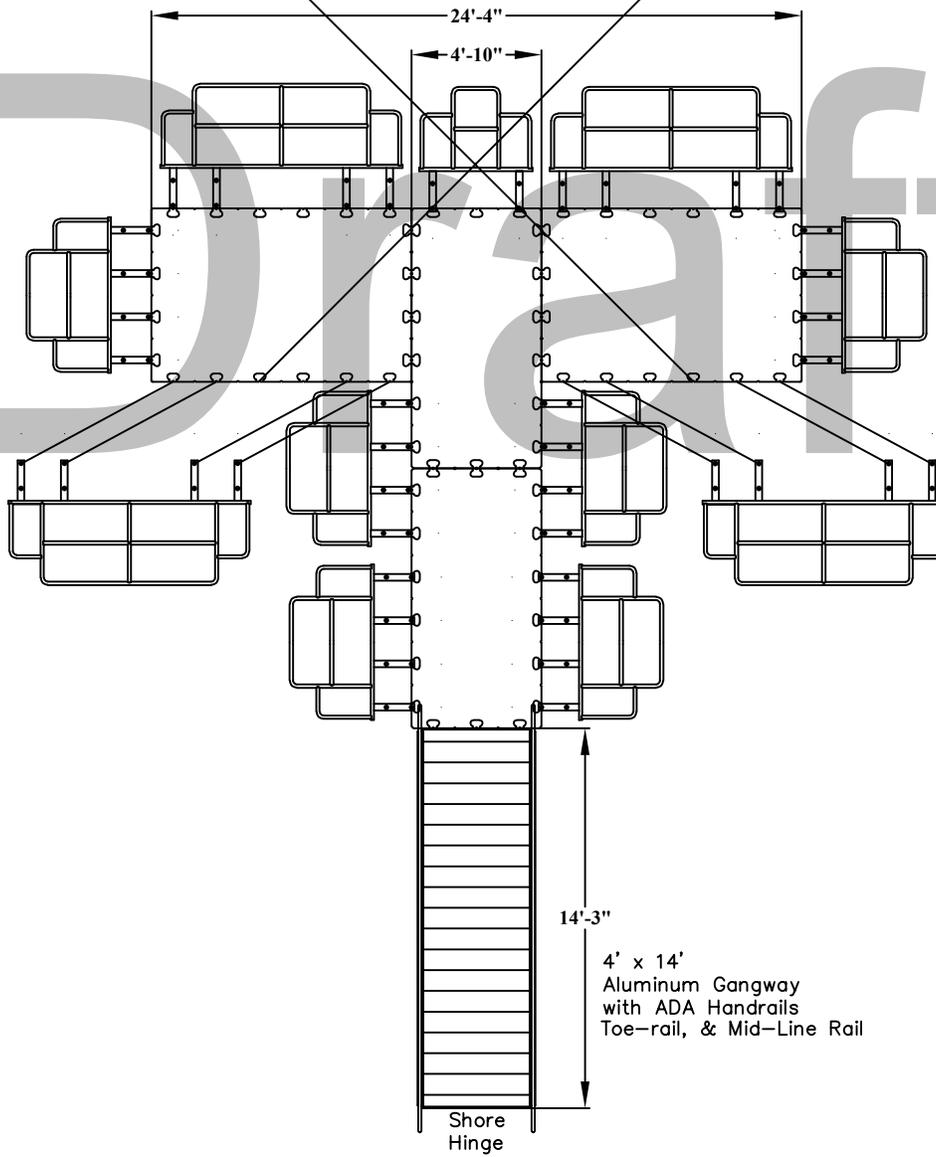
Printed Name: Lyn Kinton  
 Job Title: Parks and Recreation Administrator  
 Email: lyn.kinton@sanantonio.gov  
 Work Phone: 210-207-0149

Cost Categories	Justification
Personnel	
Fringe Benefits	
Travel .	
Equipment .	
Supplies .	Purchasing EZ Dock, comes with unit and installation. Purchase educational signs.
Contractual	
Miscellaneous	
<b>Modified Total Direct Cost (MTDC)</b> <i>*MTDC is included in most, but not all, NICRA's.</i>	<i>include the Base/MTDC calculation paragraph listed in your institution's NICRA in the</i>
<b>Indirect Costs</b>	

**\*Any federal award resulting from this budget is not justification for any sole source purchase(s) to be made on the project.**

1000# Deadweight

1000# Deadweight



# EZ Dock of Texas, L.P.

3500 Raider Drive  
Hurst, TX 76053



<b>Customer Name</b>		<b>Proposal</b>	
City of San Antonio - Finance		<b>Date</b>	<b>Estimate #</b>
ATTN: Accounts Payable		7/24/2023	18798
P.O. Box 839976		<b>Terms</b>	<b>Salesman</b>
San Antonio, TX 78283-3976		Payment in Full Upon Delivery	David
ap@sanantonio.gov			

Qty	Item	Description	Price	Total
	BUYBOARD	BUYBOARD COOPERATIVE PURCHASING DISCOUNT - CONTRACT #679-22		0.00
1	W400450	ABUTMENT/ShORE HINGE BRACKET FOR 4' GANGWAY - 62.5" BRACKET W/60" PIN	557.00	557.00
1	W400414	4' WIDE X 14' LONG ALUMINUM GANGWAY WITH RAILING	4,088.00	4,088.00
14	W-ADA	PRICE PER LINEAR FOOT TO ADD INSIDE 30 INCH RAIL AND TOE RAIL	104.00	1,456.00
5	BOLT	MISC BOLTS	36.00	180.00
1	W400650	3 POCKET FLOAT BRACKET FOR 4' ALUMINUM GANGWAY - 48" BRACKET W/48" PIN	675.00	675.00
1	ACE-3648-16	36'x48'x16' Foam Filled Float 900# Buoyancy	435.00	435.00
2	208010	80" X 10' DOCK SECTION	2,761.00	5,522.00
2	206010	60" X 10' DOCK SECTION	2,103.00	4,206.00
11	301100	COUPLER SET WITH COMPOSITE HARDWARE	72.00	792.00
4	100912	42IN H X 10' RAILING - GALVANIZED STEEL - STEP DESIGN	966.00	3,864.00
6	100917	42IN X 80IN RAILING - GALVANIZED STEEL - STEP DESIGN	644.00	3,864.00
1	100915	42IN H X 5' RAILING - GALVANIZED STEEL - STEP DESIGN	534.00	534.00
140	CHAIN	3/8" GALVANIZED COIL PROOF CHAIN	5.36	750.40
4	ANCHORS-CONCRETE	CONCRETE DEADWEIGHT ANCHORS - PER 500# DRUM	197.00	788.00
1	100740	HD DEADWEIGHT BRACKET SET (1pr)	221.00	221.00
		INVOICE SUBTOTAL		27,932.40
	BUYBOARD	BUYBOARD COOPERATIVE PURCHASING DISCOUNT - CONTRACT #679-22	-11.00%	-3,072.56
	INSTALLATION	SETUP/INSTALLATION	4,187.00	4,187.00

			<b>Subtotal</b>
			Sales Tax (0.0%)
			<b>Total</b>
<b>Customer Acceptance &amp; Date:</b>			

Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, L.P. Website
817-684-0202	817-510-7909	<a href="mailto:sales@ezdocktexas.com">sales@ezdocktexas.com</a>	<a href="http://www.ezdocktexas.com">www.ezdocktexas.com</a>

# EZ Dock of Texas, L.P.

3500 Raider Drive  
Hurst, TX 76053



<b>Customer Name</b> City of San Antonio - Finance ATTN: Accounts Payable P.O. Box 839976 San Antonio, TX 78283-3976 ap@sanantonio.gov	<b>Proposal</b>	
	<b>Date</b>	<b>Estimate #</b>
	7/24/2023	18798
	<b>Terms</b>	<b>Salesman</b>
	Payment in Full Upon Delivery	David

Qty	Item	Description	Price	Total
	DELIVERY	DELIVERY CHARGE	933.00	933.00

Draft

Customer is responsible for all permits that might be required. All warranties are by the manufacturer and cover defects in materials & workmanship only. Damage due to abuse or lake/weather conditions is not covered by warranty. EZ Dock of Texas, L.P. warrants all labor for one year from date of installation. Labor warranty does not cover damage due to abuse or lake/weather conditions. Any warranty claim must be returned to EZ Dock facilities for processing. Project quotes that require bonding will incur additional 3% Bonding Surcharge. Prices valid for 30 days unless stated otherwise and are subject to periodic manufacturer increases.	<b>Subtotal</b>	<b>\$29,979.84</b>
	Sales Tax (0.0%)	<b>\$0.00</b>
	<b>Total</b>	<b>\$29,979.84</b>

<b>Customer Acceptance &amp; Date:</b> _____			
Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, L.P. Website
817-684-0202	817-510-7909	<a href="mailto:sales@ezdocktexas.com">sales@ezdocktexas.com</a>	<a href="http://www.ezdocktexas.com">www.ezdocktexas.com</a>

# ATTACHMENT B



## Logo Use Agreement between Texas Parks & Wildlife Department and City of San Antonio

1. Requestor:

- General
- Media
- Student
- TPWD Volunteer
- Sponsor or Promotional Partner
- State Parks Ambassador
- Texas State Parks Volunteer
- State Park Friends Group

2. **License of TPWD mark(s):** Texas Parks and Wildlife Department referred to hereinafter as TPWD, hereby grants City of San Antonio, hereby grants referred to hereinafter as the requestor, a non-exclusive right, license, and privilege of utilization of the TPWD logo(s), hereinafter referred to as the mark(s), as shown on the attached exhibit(s).

3. **Term:** This Logo Use Agreement will begin upon signatures by both parties or on **September 1, 2023**, and will remain in effect until **August 31, 2025**, or until within thirty days of any decision made by Texas Parks and Wildlife Department to terminate this agreement, whichever comes first.

4. **Usage:** The mark(s) may be used by the requestor only in connection with the following named event, program, initiative, student work, news story, etc. as listed below:

**Signage in connection to the Habitat and Angler Access Program (HAAP) agreement for the project titled “Americans with Disabilities Act (ADA) Compliant Fishing Dock for Miller’s Pond”.**

5. The mark(s) may not to be used in any context or in any manner as to suggest TPWD’s endorsement of the requestor or the requestor’s affiliations.

6. The mark(s) can only be used for the following specific uses such as printed and digital materials, publication, website, social media, broadcast program, etc. as listed below:

**Static outreach signage for fishing and wildlife education, digital materials, publication, website, social media, and broadcast programs.**

7. It is understood that intended use of the mark(s) other than specified herein must be submitted to [logorequest@tpwd.texas.gov](mailto:logorequest@tpwd.texas.gov) and be approved prior to use. For media use, the mark(s) can only be used to provide recognition to TPWD for providing copy, images, or other content.

8. Use of the following selected mark(s) are limited to the uses specified herein. Use of mark(s) other than selected below is strictly prohibited unless prior request is submitted to [logorequest@tpwd.texas.gov](mailto:logorequest@tpwd.texas.gov) and is approved prior to use.

- Exhibit A: TPWD Logo
- Exhibit B: TPWD Logo with “Life’s Better Outside®” tagline
- Exhibit C: TPWD Logo with “Proud Partner” designation
- Exhibit D: TPWD Logo with “Volunteer” designation (State Parks’ Volunteer manager approval required)
- Exhibit E: Texas State Parks Logo (State Parks’ Marketing Manager approval required)
- Exhibit F: Texas State Parks Logo with “Volunteer” designation (State Parks’ Volunteer & Marketing Managers approval required)
- Exhibit G: Texas State Parks Logo “State Parks Ambassador” designation (State Parks’ Ambassador & Marketing Managers approval required)
- Exhibit H: Texas State Parks Logo “Official Friends Group” designation (State Parks’ Volunteer & Marketing Managers approval required)
- Exhibit I: **Habitat and Angler Access Program (HAAP) Logo**

9. The requestor recognizes and agrees that all goodwill associated or to be associated with the mark(s) belongs exclusively to TPWD in any form or embodiment thereof. The requestor hereby agrees that every use of the mark(s) shall inure to the benefit of TPWD and that shall not at any time acquire any rights in such mark(s) by virtue of any use it may make of such mark(s). The requestor shall not, at any time, do or suffer to be done any act or thing which may in any way adversely affect any rights of TPWD in and to the mark(s) or any registrations thereof.

10. The mark(s) must be used in strict accordance with the Logo Identity Standards as explained in the attached exhibit(s).

11. TPWD will provide high resolution digital files of the mark(s) upon execution of this agreement.

12. Any use by the requestor of the mark(s) shall be submitted by e-mail, mail or in person to TPWD by PDF, JPEG or physical sample for approval prior to use:

**TPWD Communications Division**  
**Attn: Logo Use Request**  
**4200 Smith School Road**  
**Austin, Texas 78744**  
[logorequest@tpwd.texas.gov](mailto:logorequest@tpwd.texas.gov)

Approval will not be unreasonably withheld under the terms of this agreement.

13. TPWD reserves the right to terminate this agreement upon written notification.

**Requestor Signature (Required)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Organization: City of San Antonio  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**TPWD Communications Director or Designee Signature of Approval (Required)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Organization: Texas Parks & Wildlife Department  
 Street Address: 4200 Smith School Road  
 City, State, Zip: Austin, Texas 78744  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Additional TPWD Signatures of Approval**

If applicable. To be used for State Parks logo, State Parks Ambassador logo, and Volunteer logo approvals.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Requestor to return signed copies by email: [logorequest@tpwd.texas.gov](mailto:logorequest@tpwd.texas.gov)**

[TPWD Privacy & Security Policy](#)

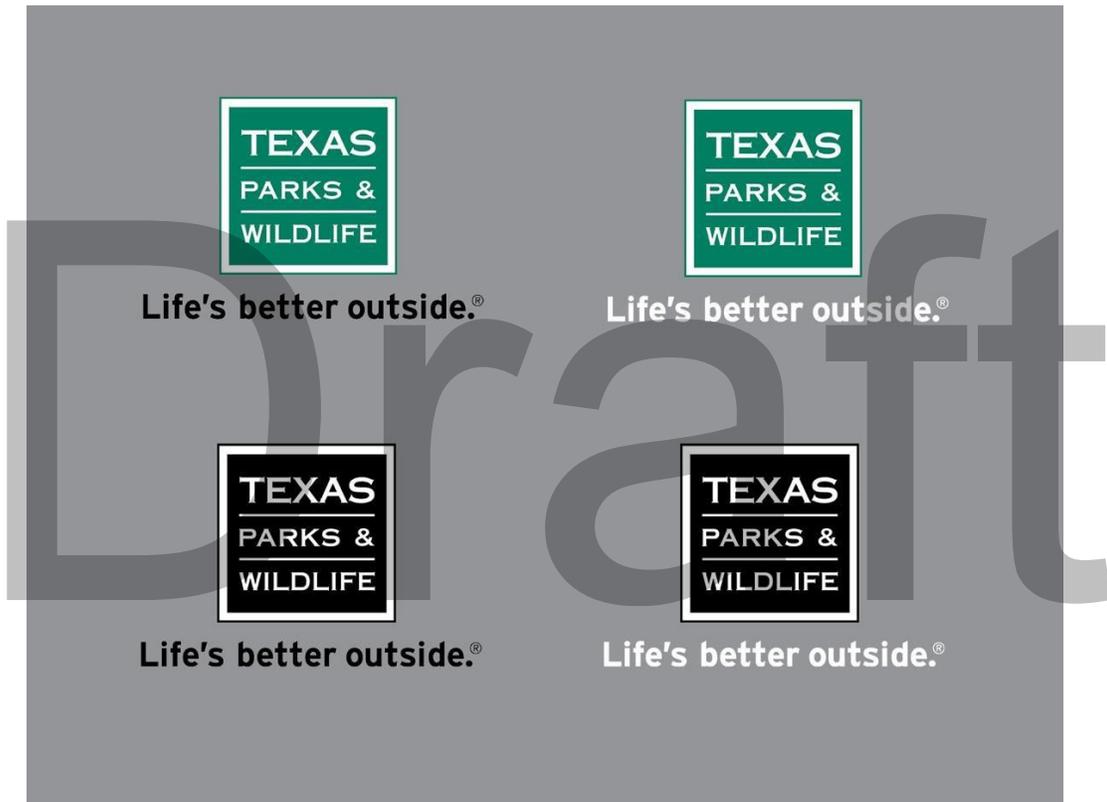
**Exhibit A – TPWD Logo**

**TPWD Logo Identity Standards:** The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. The TPWD logo must appear to the left if used with another logo and be of equal size, unless used with other organizations' logos (e.g., when TPWD is one of several organizations supported by a sponsor.)



**Exhibit B – TPWD Logo with “Life’s Better Outside” Tagline**

**TPWD Logo Identity Standards:** The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. If placed on a dark background, “Life’s Better Outside®” tagline should appear as white. The “Life’s Better Outside®” tagline is not permitted as a logo, in and of itself. It must be used with the logo as shown below. The TPWD logo must appear to the left of the tagline and be of equal size, unless used with other organizations’ logos (e.g., when TPWD is one of several organizations supported by a sponsor.)



**Exhibit C – TPWD Logo with “Proud Partner” Designation**

**TPWD Logo Identity Standards:** The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. If placed on a dark background, “Proud Partner” designation should appear as white. The TPWD logo must appear to the left of another logo and be of equal size, unless used with other organizations’ logos (e.g., when TPWD is one of several organizations supported by a sponsor.)



**Exhibit D – TPWD Logo with “Volunteer” Designation**

**TPWD Logo Identity Standards:** The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. If placed on a dark background, “Volunteer” designation should appear as white. The TPWD logo must appear to the left of and be of equal size, unless used with other organizations’ logos (e.g., when TPWD is one of several organizations supported by a sponsor.)



**Exhibit E – Texas State Parks Logo**

**Texas State Parks Logo Identity Standards:** The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo will be reproduced in black and white, use the black logo. If placed on a dark background, use the version with white text.



**Exhibit F – Texas State Parks Logo with “Volunteer” Designation**

**Texas State Parks Logo Identity Standards:** The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo(s) will be reproduced in black and white, use the black SP logo. If placed on a dark background, “Volunteer” designation should appear as white.



**Exhibit G – Texas State Parks Logo with “State Parks Ambassador” Designation**

**Texas State Parks Logo Identity Standards:** The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo(s) will be reproduced in black and white, use the black SP logo. If placed on a dark background, “State Parks Ambassador” designation should appear as white.



**Exhibit H – Texas State Parks Logo with “Friends Group” Designation**

Texas State Parks Logo Identity Standards: The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo(s) will be reproduced in black and white, use the black SP logo. If placed on a dark background, “Friends Group” designation should appear as white.



**Exhibit I - Habitat and Angler Access Program (HAAP) Logo**

**Habitat and Angler Access Program Logo Identity Standards:** The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied.



**HAAP**  
**HABITAT & ANGLER  
ACCESS PROGRAM**

**Fish habitat and angler access improvements at this site  
were supported by sales of freshwater fishing licenses.  
Thank you for supporting fisheries conservation!**

**TEXAS  
PARKS &  
WILDLIFE**

**[tpwd.texas.gov/haap](http://tpwd.texas.gov/haap)**

Attachment C

Vendor Invoice worksheet available electronically at: <http://www.tpwd.state.tx.us/business/grants/>

TEXAS PARKS AND WILDLIFE DEPARTMENT INVOICE					
1. VENDOR ID:		2. INVOICE DETAIL:		# MM/DD/YY	
3. RTI (if applicable):					
4. TPWD CONTRACT/AGREEMENT NUMBER:		5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:		\$0.00	
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		7. FINAL INVOICE:		YES NO	
		8. ACCOUNTING BASIS:		X CASH ACCRUAL	
		9. TOTAL PROJECT/GRANT PERIOD:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
		10. PERIOD COVERED BY THIS REPORT:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
11. EXPENDITURES BUDGET CATEGORIES:	Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY	
a. Personnel/Salary	\$0.00 *	\$0.00	\$0.00		\$0.00
b. Fringe Benefits	\$0.00 *	\$0.00	\$0.00		\$0.00
c. Travel	\$0.00 *	\$0.00	\$0.00		\$0.00
d. Supplies	\$0.00 *	\$0.00	\$0.00		\$0.00
e. Equipment	\$0.00 *	\$0.00	\$0.00		\$0.00
f. Contractual	\$0.00 *	\$0.00	\$0.00		\$0.00
g. Other	\$0.00 *	\$0.00	\$0.00		\$0.00
h. Total Direct Costs (Sum a - g)	\$0.00	\$0.00	\$0.00		\$0.00
i. Indirect Costs (if allowable)	\$0.00	\$0.00	\$0.00		\$0.00
j. Total Amount Payable (h-i)	\$0.00	\$0.00	\$0.00		\$0.00
12. MATCH BUDGET CATEGORIES:	Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY	
a. Total Direct Costs	\$0.00 *	\$0.00	\$0.00		\$0.00
b. Indirect Costs (if allowable)	\$0.00 *	\$0.00	\$0.00		\$0.00
c. Local/In Kind Match	\$0.00 *	\$0.00	\$0.00		\$0.00
d. Total Obligation Payable (Sum a-c)	\$0.00	\$0.00	\$0.00		\$0.00
13. PERCENTAGES	Budget %	Period %	Cumulative %		
Expenditures	#DIV/0!	#DIV/0!	#DIV/0!		
Match	#DIV/0!	#DIV/0!	#DIV/0!		
<p>*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with your agreement.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>					
<p>14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.</p>					
a. Type or Print Name and Title of Authorized Certifying Official			c. Telephone (Area code, number and extension)		
			d. Email address		
b. Signature of Authorized Certifying Official			e. Date Report Submitted (Month, Day, Year)		