

# **EXHIBIT 1 - LETTER OF INTENT**

**Chesapeake Bay Foundation**  
Philip Merrill Environmental Center  
6 Herndon Avenue  
Annapolis, MD 21403

**Date:** 02/04/2026

**Re:** Letter of Intent – Non-Federal Match Support

**Project Title:** NEP Watersheds Grant - Restore America's Estuaries

**EPA Assistance Listing (ALN):** 66.437

**EPA FAIN:** 98.103

**RAE Award Number:** 99999999

This letter serves as a Letter of Intent from Chesapeake Bay Foundation (CBF) to provide non-federal cash matching funds in support of Save Our Environment's application to the U.S. Environmental Protection Agency (EPA) Restore America's Estuaries (RAE) Grant Program. This commitment is made consistent with the requirements of the current RAE Request for Proposals.

ALS intends to commit non-federal cash matching funds in the amount of **Eleven Thousand Dollars (\$11,000.00)**, contingent upon award of EPA RAE funding. These funds are non-federal in origin, available upon award, and have not been and will not be used to satisfy the matching requirement of any other federal award.

Matching funds will be used for eligible project costs incurred during the approved project period and in compliance with 2 CFR Part 200, EPA regulations, and Restore America's Estuaries program conditions. Upon award, ALS anticipates executing a formal Non-Federal Matching Funds Agreement with Save Our Environment.

Sincerely,

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Monica Paul  
CFO  
Chesapeake Bay Foundation  
713-555-7811 | mpaul@cbf.org

## **EXHIBIT 2 - FUNDING LETTER**

### **AMERICAN LITTORAL SOCIETY**

### **NON-FEDERAL MATCHING FUNDS AGREEMENT**

**Project Title:** NEP Watersheds Grant - Restore America's Estuaries

**EPA Assistance Listing (ALN):** 66.437

**EPA FAIN:** 98.103

**RAE Award Number:** 99999999

This Agreement is entered into by and between American Littoral Society (ALS) and Save Our Environment (SOE) to document a non-federal cash match commitment in the fixed amount of \$11,000.00 in support of the EPA Restore America's Estuaries program.

### **Match Commitment**

ALS certifies that it commits non-federal cash matching funds totaling \$11,000.00. These funds are non-federal in origin, available for use during the approved project period, and have not been used to match any other federal award.

### **Compliance**

Use of matching funds must comply with 2 CFR Part 200, EPA regulations, and Restore America's Estuaries grant conditions.

### **Signatures**

AMERICAN LITTORAL SOCIETY

*Jordon Morgan*

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Jordon Morgan, Financial Advisor

Date: 02/04/2026

SAVE OUR ENVIRONMENT

*Michael Brown*

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Michael Brown, Executive Director

Date: 02/04/2026

## EXHIBIT A

### RAE MATCH CERTIFICATION

The undersigned certifies that the non-federal matching funds identified in this agreement are accurate, allowable, and verifiable in accordance with 2 CFR §200.306 and Restore America's Estuaries requirements.

Certified by:

A handwritten signature in black ink that reads "Jane Kelly". The signature is written in a cursive style and is positioned above a horizontal line.

Jane Kelly / Grants Manager

NEP Watersheds Grant - Restore America's Estuaries

Date 02/04/2026

# **EXHIBIT 3 - GRANT AWARD LETTER**



## **HARRIS COUNTY, TEXAS**

Pollution Control

101 South Richey, Suite H

Pasadena, Texas 77506

Phone: (713) 920-9999 | <https://pcs.harriscountytexas.gov/>

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**Date:** Wednesday, February 4, 2026

**To:**

Save Our Environment

25001 Control Road

Houston, TX 77042

**Attention:** Michael Brown

**Re: Grant Award Notification – Total Award \$15,360.00**

Dear Michael:

On behalf of **Harris County Pollution Control**, we are pleased to notify you that **Save Our Environment** has been awarded grant funding in the total amount of **Fifteen Thousand Three Hundred Sixty Dollars (\$15,360.00)** to support the approved project activities.

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## **Grant Period**

The approved grant period is **June 1, 2026 through May 31, 2027**. All costs charged to this award must be incurred within this period and in accordance with the fully executed grant agreement.

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## **Approved Budget Allocation**

The awarded funds are authorized for the following eligible costs:

- **\$15,000.00** — Technical Lead personnel
- **\$360.00** — Contractor costs for site preparation

Funds must be expended solely for the purposes described above and in alignment with the approved project budget, scope of work, and grant agreement.

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## **Contract and Payment Conditions**

This award is contingent upon execution of a formal **Grant Agreement** between **Harris County** and **Save Our Environment**. No costs incurred prior to execution of the agreement or outside the approved grant period will be eligible for reimbursement.

All reimbursement requests must be supported by complete and accurate documentation, including invoices, payroll records, and proof of payment. Harris County reserves the right to monitor project performance and conduct financial reviews or audits in accordance with applicable local, state, and federal laws and regulations.

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## **Federal Pass-Through and EPA RAE Compliance (If Applicable)**

If this project is supported in whole or in part by **U.S. Environmental Protection Agency funding administered through Restore America's Estuaries (RAE)**, all project activities and expenditures must comply with **2 CFR Part 200**, EPA regulations, and applicable grant conditions, including but not limited to:

- Costs must be **allowable, reasonable, allocable, and verifiable**
- Funds may not be derived from another federal source unless expressly authorized
- Match expenditures must be incurred within the approved grant period
- Adequate documentation must be maintained to support all match claims

Noncompliance may result in disallowance of costs, repayment of funds, suspension of payments, or termination of the agreement.

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## **Records Retention and Audit**

Grantee shall retain all financial and programmatic records related to this award for a minimum of **three (3) years following final grant closeout**, or longer if required by law, audit, or litigation. Harris County, the State of Texas, and applicable federal agencies reserve the right to inspect, monitor, and audit such records.

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## Legal and Administrative Provisions

This award is subject to availability of funds and may be terminated or modified in accordance with the terms of the Grant Agreement. Nothing herein shall be construed as a waiver of **Harris County's governmental immunity** or any other defenses available under Texas law.

This award letter does not create a contractual obligation until a Grant Agreement is fully executed by all required parties.

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Please see **Page 2** for acceptance and signature.

Sincerely,

**HARRIS COUNTY, TEXAS**

Johnny James  
County Commissioner  
Harris County  
Pollution Control

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*Harris County, Texas | Grant Award Notification | Page 1 of 2*

**HARRIS COUNTY, TEXAS**

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## GRANT AWARD ACCEPTANCE AND CERTIFICATION

The undersigned certifies acceptance of the grant award in the amount of **\$15,360.00** and agrees to comply with all terms, conditions, and requirements of the Grant Agreement, applicable laws, and regulations.

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**GRANTEE: SAVE OUR ENVIRONMENT**

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**Authorized Representative**

Title: Executive Director

Date: 02/04/2026

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**HARRIS COUNTY, TEXAS**

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**Johnny James**  
County Commissioner

Date: 02/04/2026

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*Harris County, Texas | Grant Award Acceptance | Page 2 of 2*

# **EXHIBIT 4 - LETTER OF COMMITMENT**



CITY OF PROVIDENCE  
MAYOR BRETT P. SMILEY

Wednesday, February 4, 2026

To: Save Our Environment

Re: Cash Match Commitment – NEP Watersheds Grant - Restore America's Estuaries Grant

Dear Michael:

This letter confirms that **City of Providence** will provide **\$25,164.00** in cash to support the non-federal match requirement for the above-referenced project under the NEP Watersheds Grant - Restore America's Estuaries Grant.

Budget Line Item	WP #	Allowable Activity	Amount
Project Manager	Task 1.3	\$75,000.00 annual salary x 15.00% match FTE	11,250.00
Native plants for restoration	Task 3.3	\$4.00 per plant x 3,478.50 plant(s)	13,914.00
		<b>Total</b>	<b>25,164.00</b>

These funds will be available to Save Our Environment by **May 1, 2026**, and will be used exclusively toward eligible project costs as outlined in the grant budget.

Please contact me with any questions.

Sincerely,  
**Brett P. Smiley - Mayor**  
**City of Providence**



## EXHIBIT 9 – PROVIDER ACKNOWLEDGMENT LETTER

### Rate Justification & Fee Schedule

#### In-Kind Pro Bono Engineering Services

**Project:** Restore America's Estuaries (RAE)

**Grant Program:** National Estuary Program Watersheds Grant (Restore America's Estuaries)

**Provider:** Environmental Consultants

**Date:** Thursday, February 5, 2026

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#### Description of Services

**Environmental Consultants** will provide **in-kind, pro bono professional engineering services** in support of the above-referenced project. Services directly support implementation and are necessary to advance restoration outcomes within the approved project scope.

Services include:

- Restoration concept and design development
- Engineering review of restoration alternatives
- Permitting support and coordination with regulatory agencies
- Preparation of technical documentation required for project implementation

These services are provided at **no cost to the applicant** and will be used to satisfy a portion of the project's non-federal match requirement.

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#### Basis for Rate Determination

The valuation of in-kind services is based on **fair market value**, consistent with the provider's **standard, non-discounted billing rates** for comparable professional engineering services.

Rates reflect:

- Staff qualifications and professional licensure

- Typical market rates for restoration and environmental engineering services
- Internal fee schedules used for non-grant clients

No federal funds are used to support these services.

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### Fee Schedule (Fair Market Value)

Personnel Category	Hourly Rate	Estimated Hours	Total Value
Senior Engineer / PE	\$_____ / hr	_____	\$_____
Project Engineer	\$_____ / hr	_____	\$_____
Environmental Planner / Permitting Specialist	\$_____ / hr	_____	\$_____
<b>Total In-Kind Contribution</b>			<b>\$_____</b>

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### Compliance Certification

**Environmental Consultants** certifies that:

- All rates reflect **fair market value** and standard billing practices
- Services are **non-federal in origin**
- Services will be provided **during the approved project period**
- Costs are **reasonable, necessary, and allocable** to the project
- Adequate documentation (time records, task descriptions) will be maintained
- Valuation complies with **2 CFR 200.306** and NEP WG Program requirements

These services are not billed to any other funding source.

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**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## NEP Watersheds Grant – Match Compliance Checklist

### 1. Required Match Amount

- ☐ WG funding request confirmed
  - ☐ Match meets requirement: ☐ ≥30% of request **OR** ☐ 23% of total project cost
  - ☐ Match % verified:  $(\text{Non-federal match} \div \text{WG request}) \times 100 \geq 30\%$
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### 2. Eligible Match Sources

- ☐ All match is **non-federal**
  - ☐ Sources identified as cash and/or in-kind
  - ☐ Non-federal salary & fringe (W-2 staff only)
  - ☐ In-kind contributions reasonable and documented
  - ☐ Land purchase used **only as match** and within project period
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### 3. Prohibited Sources (**NONE** used)

- ☐ RESTORE Act
  - ☐ NRDA
  - ☐ Federal-derived NFWF funds
  - ☐ Tuition / tuition-related costs
  - ☐ Social surveys / questionnaires
  - ☐ Costs outside project period
- 

### 4. Timing & Allowability

- ☐ Match incurred during approved project period
  - ☐ Complies with **2 CFR 200.306**
  - ☐ Costs reasonable, allocable, necessary
  - ☐ Activities align with approved scope
- 

### 5. LOI Match Requirements

- ☐ Match included in LOI budget (preliminary OK)
  - ☐ Match sources identified
  - ☐ If pending: ☐ Best estimates ☐ Explanation provided
  - ☐ No commitment letters submitted with LOI
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### 6. Full Proposal Match (If Invited)

- ☐ Match amounts finalized
  - ☐ Match fully documented
  - ☐ Partner proof provided (letters on letterhead)
  - ☐ Cash vs. in-kind clearly labeled
  - ☐ Match consistent across: ☐ Budget ☐ Narrative ☐ Partner roles
- 

### 7. Indirect Costs & Match

- ☐ NICRA used **OR** unrecovered indirects applied as match
  - ☐ If no NICRA: ☐ De minimis ≤10% MTDC
  - ☐ Indirects calculated and documented correctly
- 

### 8. Documentation & Audit Readiness

- ☐ Match tracking system identified
  - ☐ In-kind valuation method documented
  - ☐ Partner roles tied to match
  - ☐ Match verifiable during reporting
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### 9. Final Quality Check

- ☐ Minimum match met (no rounding errors)
- ☐ Match consistent across proposal sections
- ☐ No prohibited sources included
- ☐ Match is sufficient but not excessive