



Board of Directors Meeting

July 24, 2024, at 1:30 p.m. CT

Santa Rosa County Commission Chambers

6495 Caroline Street, Milton, FL 32570

1. Call to Order

2. Roll Call

3. Approval of Board Agenda

Recommend the Board approve the July 24, 2024, meeting agenda.

4. Approval of May 15, 2024, Board Minutes

Recommend the Board approve the May 15, 2024, meeting minutes.

5. Presentation

- a. Escambia and Santa Rosa 2040 Land Use Report – *Paul Owens, 1000 Friends of Florida*

6. Staff Updates

- a. Director's Update
- b. Technical Update
- c. Outreach Update

7. Action Items

- a. **Approval of Subaward Agreement No. NOAA23-04 to Franklin's Promise Coalition, in the amount of \$349,956.23, in Support of the Pensacola Bay Living Shoreline Assistance Program**
Recommend the Board ratify approval of Subaward Agreement No. NOAA23-04 to Franklin's Promise Coalition, in the amount of \$349,956.23, in support of the Pensacola Bay Living Shoreline Assistance Program.
- b. **Approval of Subaward Agreement No. NOAA23-07 to Franklin's Promise Coalition, in the amount of \$318,235.18, in Support of the Perdido Bay Living Shoreline Assistance Program**
Recommend the Board ratify approval of Subaward Agreement No. NOAA23-07 to Franklin's Promise Coalition, in the amount of \$318,235.18, in support of the Perdido Bay Living Shoreline Assistance Program.
- c. **Ratifying Approval of Subaward Agreement No. NOAA23-08 to Franklin's Promise Coalition, in the amount of \$186,237.40, in Support of the Gulf of Mexico Oyster Shell Recycling Network**
Recommend the Board ratify approval of Subaward Agreement No. NOAA23-08 to Franklin's Promise Coalition, in the amount of \$186,237.40, in support of the Gulf of Mexico Oyster Shell



Recycling Network.

- d. **Approval of a Subaward Agreement between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL, in the amount of \$687,280.28, for the Compound Flood Model and Adaptation Plan Project**

Recommend the Board approve, and authorize the Executive Director to sign, a Subaward Agreement between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL, in the amount of \$687,280.28, for the Compound Flood Model and Adaptation Plan Project.

- e. **Approval of a Memorandum of Understanding between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL for Access and Operation of the Shell Recycling Lot at the Pensacola State College Warrington Campus**

Recommend the Board approve, and authorize the Executive Director to sign, a Memorandum of Understanding between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL for Access and Operation of the Shell Recycling Lot at the Pensacola State College Warrington Campus.

- f. **Approval of FY23-24 Third Quarter Financial Report**

Recommend the Board approve the FY23-24 Third Quarter Financial Report.

- g. **Approval of Proposed FY24-25 Operating Budget**

Recommend the Board approve the proposed FY24-25 Operating Budget.

8. Committee Updates

9. Board/Agency Updates

10. Public Comment

11. Adjourn



Board of Directors Meeting Minutes

May 15, 2024 at 1:30 p.m. CT

Gulf Breeze Council Chambers

1070 Shoreline Drive, Gulf Breeze, FL 32561

Audio Recording Available Upon Request

Members Present

Mike Kohler, Chair	Escambia County
Colten Wright, Vice Chair	Santa Rosa County
Vernon Compton	City of Milton
Cherry Fitch	City of Gulf Breeze
Jared Moore	City of Pensacola
Mike Norberg	Okaloosa County
Woody Speed	City of Orange Beach

Members Absent

Kerry Smith	Santa Rosa County
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Interested Parties Present

Matt Posner	PPBEP
Whitney Scheffel	PPBEP
Logan McDonald	PPBEP
Haley Gancel	PPBEP
Bailey Walkinshaw	PPBEP
Mary Jane Bass	Beggs & Lane
Darryl Boudreau	Northwest Florida Water Management District (NFWFMD)
Kiersten Cavender	Dewberry
Thomas Derbes	FL Sea Grant
Naisy Dolar	Santa Rosa County
Dillon Draughn	Baskerville-Donovan, Inc.
Paul Looney	Water Resource Association (WRA)
Elizabeth Major	League of Women Voters Pensacola Bay Area (LWVP)
Rick O'Connor	FL Sea Grant

1. Call to Order

2. Roll Call (*Matt Posner, Executive Director*)

Staff called the roll. A quorum was present.



3. Approval of Board Agenda

Woody Speed (City of Orange Beach) made a motion to approve the agenda. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

4. Approval of March 20, 2024, Board Minutes

Commissioner Colten Wright (Santa Rosa County) made a motion to approve the minutes. Mike Norberg (Okaloosa County) seconded the motion. The motion passed unanimously.

5. Recognition of Robert Bender's Service to the Board

The Board and staff recognized former Escambia County Commissioner Robert Bender for his service as an Estuary Program Board Member over the past several years.

6. Staff Updates

a. Executive Director's Update (*Matt Posner, Executive Director*)

i. 2024 Management Conference

Staff held the third annual Management Conference Meeting in April. The purpose of the meeting is for all the Program's partners to come together to share ideas and collaborate. Judy Haner (The Nature Conservancy in Alabama) was the keynote speaker for this year and discussed the partnerships and progress that has been years in the making. The collective impact of the Estuary Program and the Management Conference partners includes \$84 million in grant funds secured to implement priorities of the CCMP, 43 of the 51 CCMP actions are underway, over 13,500 individuals engaged through outreach efforts and over 73,000 individuals reach through digital resources.

ii. NOAA Staff Visit

Estuary Program staff, Santa Rosa County staff, and the NOAA Technical Program Lead for the Pensacola Bay System Oyster Restoration Initiative visited Sandy Hollow Gully. Addressing the sediment load entering the Pensacola Bay from Sandy Hollow Gully upstream will help the Program's oyster restoration efforts by improving oyster habitat quality downstream.

iii. The Nature Conservancy Legacy Club Tour

Staff joined long-term The Nature Conservancy (TNC) donors for a tour of TNC projects. Part of the tour included visiting an oyster reef project in an area with higher concentrations of freshwater that had approximately 2.5-to-3-inch size oysters growing. The tour provided an opportunity to observe long term projects that will be similar to the Pensacola Bay System Oyster Restoration Initiative.

iv. Congressional Staff Perdido Bay Tour

Estuary Program staff met with congressional representatives, the City of Orange Beach, The Nature Conservancy Alabama, and the Northwest Florida Water Management District for a tour on the Perdido Bay to highlight the



partnerships and projects that are going on in the watershed and to push support for national designation for the Program.

v. Pensacola Bay System Oyster Restoration Design RFQ Update

Staff released the Request for Qualifications (RFQ) for the Pensacola Bay System Oyster Restoration Initiative last December and received seven firm responses which were shortlisted down to five. Interviews and ranking for the five shortlisted firms were held in mid-April, and Jacobs was selected.

vi. Bronson Field/Lillian Swamp RFQ Update

Firms for the Bronson Field/Lillian Swamp Request for Qualifications were shortlisted on May 13th and final interviews and ranking will take place on May 28th.

vii. Oyster Shell Recycling Program and Living Shoreline Cost Share Program Updates

Paige Lansky (Assistant Project Coordinator) has begun meeting with partners and is developing a work plan for the Oyster Shell Recycling Program, which is expected to roll out this fall with the Living Shoreline Cost Share Program. More information will become available as both programs are further developed and underway.

b. Technical Update (*Whitney Scheffel, Senior Scientist*)

i. Management Conference Discussion

Staff held breakout sessions dedicated to project development and policy recommendations. The Project Development Mixer was focused on having partners work together to prioritize projects for the watersheds. The Policy Recommendations session was segmented into four topics areas of interest: stormwater, riparian buffers, clear cutting and land disturbances, and zoning and development recommendations. Each topic area group was provided targeted questions looking at current policies. Staff are working on synthesizing information from the sessions but received overall positive feedback and informative discussion.

ii. FWC Marine and Estuarine Sub-Section

Staff presented on the Pensacola Bay System Oyster Restoration Initiative at the FWC Marine and Estuarine Sub-Section held at Camp Helen State Park on May 2nd. There were multiple partner agencies present and a mix of engineers with varying backgrounds, providing a good opportunity for staff to engage with groups interested or not as familiar with the Estuary Program's work.

iii. Mobile Bay National Estuary Program (MBNEP) Workshop

Staff attended Mobile Bay National Estuary Program's two-day workshop held at Dauphin Island Sea Lab. The first day focused on MBNEP's efforts to update



their 2008 State of the Bays report. The second day was on comprehensive monitoring and had participants discuss how to do comprehensive monitoring on a broader scale, involving state and other agencies that collect similar information, and holistic storytelling for the watershed. Staff discussed that the Estuary Program can help fill in with the Perdido Bay knowledge gap. MBNEP anticipates releasing their updated report by the end of this year. Staff reported that the workshop was a good opportunity to connect with the Program's Alabama partners.

iv. NOAA RESTORE Science Program

Staff are partnering with FWC Research Institute, the University of South Alabama, and St. Andrews and St. Joseph Bays Estuary Program (SASJBEP) to submit a Letter of Intent for a new funding opportunity to establish a Fisheries Independent Monitoring program. Pensacola Bay and St. Joseph Bay are currently knowledge gaps for fisheries monitoring, and local regulatory decisions must use adjacent areas for making management decisions. The Fisheries Independent Monitoring program would look at additional water quality and habitat monitoring, along with fishery community changes which will help with local regulatory decision making. It is a five-year funding opportunity; however, high performing projects will have the opportunity for a non-competitive five-year funding renewal, meaning this could be a 10-year funding opportunity. Mike Norberg (Okaloosa County) shared his experience and support for fisheries monitoring.

c. Outreach Update (*Logan McDonald, Community Outreach Coordinator*)

i. Restoration Ramble: Jackson's Creek

Staff held the last Restoration Ramble for this spring at Jackson's Creek with guest presenter Samantha Pitts from Escambia County Natural Resources Department leading the tour. Participants were able to see Escambia County's efforts firsthand for restoring the floodplain. Staff received positive feedback from participants and Restoration Rambles will resume in the fall.

ii. ACA Kayak Instructor Training

Staff participated in a week-long ACA Kayak Instructor Training course in April at the Wind and Water Learning Center in Orange Beach. The course provided staff with valuable training and skills for leading future kayak tours for the Program.

iii. Fundy Bayou Kayak Tour

Staff led the Program's first kayak tour for the summer at Escribano Point Wildlife Management Area in partnership with the City of Pensacola Parks and Recreation. Participants paddled in Fundy Bayou and along the shoreline of Escribano Point.



iv. Hurricane and Disaster Preparedness Trivia Night

Staff held a hurricane and disaster preparedness-themed trivia night at Doc's Hop Shop during national Hurricane Preparation Week to share educational information and best practices for entering the 2024 Atlantic Hurricane Season.

v. Earth Day Celebrations

The EPA Lab in Gulf Breeze invited staff to participate in their two-day Earth Day celebration where local elementary and middle school students visited the EPA Lab and rotated through educational booth. Staff brought the traveling observation tank and Critter Catcher volunteer support to share local estuary fauna with the students. Kyna Finley (Panhandle Manatee Intern) attended the Pensacola Earth Day celebration at Bayview Park, representing Panhandle Manatee.

vi. Manatee Ambassadors

Kyna Finley (Panhandle Manatee Intern) has kicked off the 2024 Panhandle Manatee outreach season so far with 716 engagements, 45 volunteer hours, and visited over 14 events and locations so far this summer.

vii. Summer Seagrass Sleuths

Summer Seagrass Sleuths is a new program that will be held one Friday per month during the summer and rotate locations throughout the watersheds. The first Summer Seagrass Sleuth will be held at Shoreline Park in Gulf Breeze on May 24th. This is a family-friendly program that will allow participants to try seining and teach basic fish and invertebrate identification. Staff are exploring potential locations and will announce details for future dates soon.

viii. WKRG Growing the Gulf Coast Feature

WKRG reached out to staff about the \$50 million of Natural Resource Damage Assessment (NRDA) funding coming to the area and wanted to feature one of the projects. Matt Posner (Executive Director) and the City of Pensacola were interviewed about the upcoming Microbial Source Tracking NRDA project.

ix. Community Grants

Staff provided updates on all the FY23-24 Community Grant projects, which will be wrapping up at the end of May. Staff are waiting for the final budget to be signed by the governor before sharing the upcoming cycle's information but are anticipating advertising for FY24-25 Community Grant applications in late June or early July.

7. Action Items

- a. **Ratifying Approval of Subaward Agreement No. NOAA23-09 to the Choctawhatchee Basin Alliance, in the amount of \$65,500, in Support of the Gulf of Mexico Oyster Shell Recycling**



Network

Commissioner Colten Wright (Santa Rosa County) made a motion to ratify approval of Subaward Agreement No. NOAA23-09 to the Choctawhatchee Basin Alliance hosted by Northwest Florida State College, in the amount of \$65,500, in support of the Gulf of Mexico Oyster Shell Recycling Network. Mayor Cherry Fitch (City of Gulf Breeze) seconded the motion. The motion passed unanimously.

b. Approval of Subaward Agreement No. NOAA23-03 to the Florida Department of Environmental Protection, in the amount of \$96,065, in Support of the Pensacola Bay System Oyster Restoration Initiative

Woody Speed (City of Orange Beach) made a motion to approve, and authorize the Executive Director to sign, subject to legal review and approval, Subaward Agreement No. NOAA23-03 to the Florida Department of Environmental Protection, in the amount of \$96,500, in support of the Pensacola Bay System Oyster Restoration Initiative. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

c. Approval of Subaward Agreement No. FLRACEP-FY24-01 to the Florida Department of Environmental Protection, in the amount of \$40,000, in Support of the Collaborative Science to Assess Restoration Success Project

Woody Speed (City of Orange Beach) made a motion to approve, and authorize the Executive Director to sign, subject to legal review and approval, Subaward Agreement No. FLRACEP-FY24-01 to the Florida Department of Environmental Protection, in the amount of \$40,000, in support of the Collaborative Science to Assess Restoration Success Project. Mike Norberg (Okaloosa County) seconded the motion. The motion passed unanimously.

d. Authorization of the Executive Director to Negotiate a Contract with Jacobs Engineering Group Inc. for P2324-01 Pensacola Bay System Oyster Restoration Initiative Design and Permitting Services

Commissioner Colten Wright (Santa Rosa County) made a motion to authorize the Executive Director to negotiate a contract with Jacobs Engineering Group Inc. for P2324-01 Pensacola Bay System Oyster Restoration Initiative Design and Permitting Services, and authorize the Executive Director to execute the contract, subject to legal review and approval, and ratification at the July 2024 Board Meeting. Vernon Compton (City of Milton) seconded the motion. The motion passed unanimously.

e. Approval of FY23-24 Second Quarter Financial Report

Mike Norberg (Okaloosa County) made a motion to approve the FY23-24 Second Quarter Financial Report. Vernon Compton (City of Milton) seconded the motion. The motion passed unanimously.

f. Approval of FY23-24 Mid-Year Budget Amendment

Mayor Cherry Fitch (City of Gulf Breeze) made a motion to approve the FY23-24 Mid-year



Budget Amendment. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.

g. Conceptual Approval of Proposed FY24-25 Operating Budget

Discussion was held on the changes in the operating budget and that the Board of Directors will have three opportunities to review the FY24-25 Operating Budget: this meeting for conceptual approval, the July board meeting for full proposal, and the September board meeting for final approval.

Vernon Compton (City of Milton) made a motion to conceptually approve the FY24-25 Operating Budget. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

h. Approval of Local Government Contribution Requests for FY24-25

Commissioner Mike Kohler (Escambia County) made a motion to approve the FY24-25 local government contribution requests. Woody Speed (City of Orange Beach) seconded the motion. The motion passed unanimously.

8. Committee Updates

a. Technical Committee (*Paul Looney, WRA / Technical Committee Chairman*)

The 2024 Management Conference Meeting was held on April 3rd and focused on partnerships and collaborations. There was a Project Development Mixer that encouraged attendees to come up with projects across partners that further the Estuary Program's CCMP goals. The mixer helped share a united vision for the Pensacola and Perdido Bay watersheds with the attendees.

b. Education and Outreach Committee (*Rick O'Connor, FL Sea Grant / Education and Outreach Co-Chairman*)

During the outreach-focused break-out session at the 2024 Management Conference Meeting held on April 3rd, attendees drafted application material criteria and prioritized messaging for the Living Shorelines Cost Share Program and discussed key messages for the Oyster Shell Recycling Program.

c. Oyster Subcommittee (*Thomas Derbes, FL Sea Grant / Oyster Subcommittee Co-Chairman*)

Both Co-Chairmen, Chris Verlinde (Santa Rosa County) and Thomas Derbes (FL Sea Grant), were a part of the Pensacola Bay System Oyster Restoration Initiative Request for Qualifications interview and selection process in an advisory capacity. The Oyster Subcommittee meetings and engagements are planned to resume when the preliminary design process starts in the next couple of months.

Additionally, the Pensacola Bay Oyster Company has relocated their hatchery to Garcon Point and recently had their first successful spawn with over 500 million oyster larvae.



9. Board/Agency Updates

- a. Mike Norberg (Okaloosa County) shared that Okaloosa County Tourism and Development is expanding to the north end of the county and recently hired a Land Resource Coordinator that will be based in Crestview.
- b. Vernon Compton (City of Milton) shared the City of Milton is incorporating stormwater and flood protection fact sheets on billing materials, and that this is a good way to send out educational materials while utilizing existing materials that are already mailed out to residents.

10. Public Comment

No comments were made.

11. Adjourned

Agenda Item 7.a.

Approval of Subaward Agreement No. NOAA23-04 to Franklin's Promise Coalition, in the amount of \$349,956.23, in Support of the Pensacola Bay Living Shoreline Assistance Program

Background: At the September 2023 Board Meeting, the Board approved NOAA Cooperative Agreement No. NA23NMF4630079 with the Program, in the amount of \$10,993,732 for the Pensacola Bay System Oyster Restoration Initiative.

The Pensacola and Perdido Bays Estuary Program (PPBEP) will engage OysterCorps, a program of Franklin's Promise Coalition (a 501(c)3 nonprofit organization), to assist in development and implementation of the Pensacola Living Shoreline Assistance Program (LSAP) in collaboration with PPBEP and its partners. PPBEP will engage OysterCorps to construct living shorelines identified within the Pensacola Bay System for the PPBEP Living Shoreline Assistance Program.

OysterCorps serves as a dual environmental restoration and workforce training initiative, the program engages local opportunity youth (18-25 years of age who are underserved/marginalized and not on a career path) to complete vital coastal restoration and resilience projects across Florida's coastal communities. At the same time, Corps members gain on-the-job training, industry certifications, academic programming, leadership skills, and additional support to become environmental stewards and sustainable contributors to their local communities.

OysterCorps' EscaRosa Crew will be responsible for construction of living shorelines within the Pensacola Bay System which includes material construction and installation. PPBEP will engage OysterCorps upon enrollment of a property into the LSAP. Following approval of permits, PPBEP will issue OysterCorps a Notice to Proceed to commence Project construction in alignment with the terms of the permit and the Property Owner Agreement. OysterCorps will be responsible for delivery, deployment, and construction of living shoreline materials.

Recommendation: Recommend the Board ratify approval of Subaward Agreement No. NOAA23-04 to Franklin's Promise Coalition, in the amount of \$349,956.23, in support of the Pensacola Bay Living Shoreline Assistance Program.

Financial Impact: This action will encumber \$349,956.23 in the Grant Account and is funded through NOAA Cooperative Agreement No. NA23NMF4630079.

Legal Review: General Counsel has reviewed and approved of the standard agreement.



**Subrecipient Agreement
between Pensacola and Perdido Bays Estuary Program, Inc. and
Franklin's Promise Coalition**

Subrecipient Agreement #: NOAA23-04

Subaward Project Title: Franklin's Promise Coalition – Pensacola Living Shoreline Assistance Program

Federal Grant Agreement #: NA23NMF4630079

Period of Performance: July 1, 2024 – August 31, 2027

Subaward Amount: \$349,956.23

This Subrecipient Agreement is made and entered by and between **Pensacola and Perdido Bays Estuary Program, Inc.** (herein after referred to as "PPBEP" or "the Estuary Program") and **Franklin's Promise Coalition** (herein after referred to as "Franklin's Promise" or "Subrecipient").

WHEREAS, PPBEP has been awarded a National Ocean and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grant through NOAA Cooperative Agreement No. NA23NMF4630079 for the Pensacola Bay System Oyster Restoration Initiative (herein after referred to as "the Project"); and

WHEREAS, Franklin's Promise was included in the Project workplan and budget to perform specified tasks and deliverables.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements, terms and conditions herein contained, PPBEP and Franklin's Promise agree as follows:

- 1. Services:** Subrecipient agrees to perform services in accordance with the Project Workplan, Budget, and Schedule provided in Attachment 1 of this Agreement.
- 2. Notice to Proceed:** Subrecipient agrees to not commence work prior to issuance of a Notice to Proceed by PPBEP.
- 3. Subaward Amount:** PPBEP agrees to make available \$350,000 for use by Franklin's Promise for work to be performed in accordance with the Project Workplan, Budget, and Schedule (Attachment 1).
- 4. Period of Performance:** The period of performance for this cost-reimbursable subaward is from July 1, 2024 through August 31, 2027 unless amended by written mutual agreement. All work under this agreement must be performed during this period. Expenditures after the period of performance are unallowable.



5. **Alterations:** Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to PPBEP and must be approved in advance in writing by PPBEP. The Subrecipient must obtain prior approval in writing from PPBEP if the cumulative amount of funding transfers among direct budget categories exceeds 10% of the total budget. The Subrecipient must notify PPBEP of cumulative funding transfers among direct budget categories that do not exceed 10% of the total budget for the agreement. Subrecipients must also notify PPBEP when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by PPBEP is required if the transfer involves any of the items listed in 2 CFR 200.407 that PPBEP did not previously approve at time of award or in response to a previous post-award request by the Subrecipient.
6. **Reporting Requirements:** The Subrecipient agrees to submit progress reports and the final report in accordance with the schedule identified in Attachment 1. Progress and final reports must adhere to reporting templates included in Attachment 2 and indicate the progress that has been made during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described in Attachment 2. PPBEP reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this Agreement.
7. **Outreach and Communications:** Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3. is supplemented as follows consistent with NOAA's collaboration on this project. The Subrecipient will coordinate with PPBEP on outreach plans, events, products, and media coverage associated with the project. Subrecipient agrees to submit educational materials, publications, videos, or signage developed with subaward funding to PPBEP for technical review and final approval before commencing production. Subrecipient will submit materials to PPBEP for approval with at least two (2) weeks' notice before purchasing any items. Subrecipients will provide copies of final outreach products, website mentions, press materials, photos, etc. to PPBEP when available throughout the award period. Subrecipients will provide PPBEP with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by PPBEP.

PPBEP expects all completed work products funded by NOAA be in the public domain, free of copyright or other intellectual property protections, unless covered by another applicable agreement or requirement (e.g., university intellectual property policies). In the event that Project work products are subject to other intellectual property requirements, the Subrecipient shall inform PPBEP of such requirements prior to signature of this subaward.

Site Visits: The Subrecipient agrees to permit at least one annual visit by PPBEP representatives. The purpose of the visit is to tour the construction site or project sites and



observe the progress and implementation of the grant-funded activities. PPBEP will provide a notice at least two weeks in advance to coordinate the details of the visit.

- 8. Acknowledgement of Project Contributors:** The Subrecipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3.
- 9. Permits, Compliance, and Safety:** Subrecipient will ensure that implementation of the Project meets all federal, state and local environmental laws and consistency requirements, including National Environmental Policy Act (NEPA) requirements.
 - a. The Subrecipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Subrecipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.
 - b. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Subrecipient 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 Subrecipient 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.
- 10. Invoicing and Payment:** Project funds are payable on a reimbursable basis only. Subrecipient shall invoice PPBEP no more frequently than mont. Invoices must include all reimbursable expenses incurred during the invoice period. If no reimbursable expenses were incurred during the invoice period, explain why no other reimbursable expenses were incurred.

In order to be reimbursed, invoices must be complete, containing all required information and adhering to the required format described below. Invoices that do not include required information may be returned to Subrecipient and payment delayed.

Invoices must include the following:

- The invoice must be on organization letterhead
- Reference the subaward number
- Provide an invoice number



- Provide mailing address for payment, and any cost codes or other notations that should be included on the check or information on signing up for direct deposit will be provided when available
- Include date of invoice and period covered
- Include a general description of the work performed and brief description of any significant accomplishments during the invoice period.
- Per CFR 200.415 - Invoices must be signed by an authorized representative of the organization and must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812).”
- Include a summary cost table, consistent with the approved project budget in Attachment 1.
- The cost table should describe:
 - Reimbursable expenses incurred during the invoice period by federal cost category;
 - Reimbursable expenses incurred to date during the project period by federal cost category;
 - Break down personnel costs by individual, including a brief description of the work performed by each. This may be done with a separate table or with notations. PPBEP will not reimburse “lump sum” or combined personnel costs.
 - Attach copies of all invoices over \$500.00 for which you are requesting reimbursement.
 - Provide brief description of any travel costs.

Submit invoices and supporting information through email to the PPBEP Project Coordinator. Invoiced expenditures must agree with the approved project budget. Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by PPBEP in writing, in advance of the expenditure.

The final billing, clearly marked Final, shall be submitted no later than sixty (60) days after the end of the period of performance. The final invoice will be paid upon approval of the final report.

11. Data Sharing Policy: Subrecipient agrees to complete a Data Management Plan (Attachment 3) and provide all data collected as part of the Project to PPBEP in accordance with NOAA’s standard terms and conditions.



- 12. Financial Records:** Subrecipient agrees to maintain accurate records of all costs incurred in the performance of this work, and agrees to allow PPBEP, or their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Subrecipient agrees to maintain financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.

To comply with federal regulations, Subrecipient agrees to maintain a financial management system that provides accurate, current and complete disclosure of the financial status of the subaward. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, purchase vouchers, payroll documentation, and related source documentation must be secured and retained for three (3) years following the termination date of this agreement in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers and invoices should be on vendors' letterheads.

- 13. Audits:** PPBEP reserves the right to audit some or all of the Project costs, expenses, payments, etc., either formally or informally, as the Project proceeds and/or upon completion. Every year PPBEP is required to conduct random invoice audits of its Subrecipients. If Subrecipient is chosen for a random invoice audit, they must furnish all requested materials within thirty (30) days of the request. Any subsequent requests for corrective actions or additional documentation must be fulfilled within fifteen (15) days of the request.

Subrecipient agrees to comply with the requirements of 2 CFR Part 200 Subpart F. After completion of each yearly audit report the Subrecipient will promptly furnish (within 30 days) to PPBEP a copy of said audit report (or written notification) for each and every year during which this subaward is in effect. Subrecipient further agrees to notify PPBEP in writing if at any time during the period of this subaward it is no longer in compliance or if there are audit findings. In cases of such non-compliance or audit findings, the Subrecipient will promptly provide PPBEP with its written plan for corrective action.

All records and reports prepared in response to the audit requirements, or that relate to this subaward, shall be retained by the Subrecipient for three (3) years from the date of final payment on the subaward and will be made available during that period for inspection by representatives of PPBEP, its independent auditors, or the Federal government during normal business hours.



14. Allowable and Unallowable Costs: Subrecipient acknowledges the Project is funded through federal funds. Subrecipient agrees to follow federal regulations as put forth in 2 CFR 200 in determining allowable costs under this agreement. Subrecipient agrees not to use funds provided under this agreement for any cost that is unallowable under these regulations. Reimbursement by PPBEP for any cost that is later determined to be unallowable does not constitute sanction by PPBEP for the unallowable use of these funds.

15. Procurement: The Subrecipient agrees to conduct all procurement actions, including reporting, under this award in accordance with the procurement standards set forth in 2 CFR 200.317 through 200.326. These measures include multiple bids for procurements above \$10,000 (2 CFR 200.320 and Davis-Bacon prevailing wage requirements for construction activities (2 CFR 200)).

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

Pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 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;
- 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 for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 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 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.

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://www.nist.gov/mep/supplier-scouting>

DEFINITIONS

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives² — that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- b. **Federal Employee Costs:** No funds for this project (including funds contributed by the Subrecipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project



unless a Federal agency will be providing services to the Subrecipient as authorized by a Federal statute.

- c. **Management Fees:** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this grant. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
 - d. **Prohibition on certain telecommunication and video surveillance services or equipment:** Effective August 13, 2020, Subrecipients and contractors must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of funds on federally funded projects to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. The prohibition extends to the use of all funds under federally funded projects by recipients and subrecipients, including those subject to contract.
- 16. Indemnification:** To the extent authorized by law, the Subrecipient agrees to indemnify and hold harmless PPBEP and its officers, employees, and agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs, or expenses of any kind, which PPBEP, its officers, employees, and agents may incur arising from the negligence of Subrecipient during the performance of any provision of this Agreement.
- As the direct Recipient of funds under this Award, PPBEP is responsible for the management of the award and is ultimately responsible for ensuring compliance with all federal requirements. The Subrecipient will cooperate with PPBEP in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.
- 17. Cyber Security:** The Subrecipient agrees that when collecting and managing environmental or other data under this agreement, it will protect the data by following all



applicable Federal, State, or Tribal law cybersecurity requirements. Subrecipients must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by Recipients and Subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, which is available via <https://sam.gov/SAM/>.

18. Tangible Personal Property: Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non- Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

- a. **Disposition:** Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the Subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. PPBEP reserves the right to retain ownership of any and all equipment purchased through this award in the event of a dissolution of partnership between PPBEP and Franklin’s Promise to ensure continuation of program implementation beyond the award period.

19. Assurances: By signing this subaward, Subrecipient certifies that:

It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, “Managing Federal Credit Programs.”

It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR Part 85, Section 85.510).

It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection



with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.

It is in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).

It is in compliance with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

It is in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.

Funds expended under this award will comply with the applicable Federal cost principles.

It does not have any known conflicts of interest pertaining to work on this project.

20. Suspension or Cancellation of Awards: With 30 days' notice, PPBEP may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to PPBEP on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow PPBEP to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this agreement, (d) PPBEP is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of PPBEP, violate the terms of PPBEP's cooperative agreement with NOAA, or expose PPBEP to liability. PPBEP will provide notice of any determinations made under this paragraph. In the event PPBEP takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Subrecipient Agreement and the approved budget, PPBEP will consider in good faith permitting subaward funds to be used to pay such obligations.

21. Public Records: All Contractors providing services to Pensacola and Perdido Bays Estuary Program, Inc. ("PPBEP") shall comply with Florida's public records laws, Chapter 119, Florida Statutes, and satisfy the Contractor's duties thereunder as follows:



Keep and maintain public records required by the PBBEP and/or related to performance of the service.

Upon request from the PBBEP's custodian of public records, provide the PBBEP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Upon completion of the contract, transfer, at no cost, to the PBBEP all public records in possession of the Contractor or keep and maintain public records required by the PBBEP and/or related to performance of the service. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PBBEP, upon request from the PBBEP's custodian of public records, in a format that is compatible with the information technology systems of the PBBEP.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, Matt Posner at (850) 595-0820 or mjposner@ppbep.org.

Failure of the Contractor to comply with requests for public records in accordance with the following procedures shall be deemed noncompliance:

A request to inspect or copy public records relating to a PBBEP contract for services must be made directly to the PBBEP. If the PBBEP does not possess the requested records, the PBBEP shall immediately notify the Contractor of the request, and the Contractor must provide the records to the PBBEP or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the PBBEP's request for records, the PBBEP shall enforce these contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the PBBEP within a reasonable time may be subject to penalties under s. 119.10.

If Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the Subrecipient fails to allow access to such documents, terminate this Agreement.



PENSACOLA
& PERDIDO BAYS
ESTUARY PROGRAM

CONTACTS:

For PPBEP:

Matthew J. Posner
Executive Director
Pensacola & Perdido Bays Estuary Program
850.595.0820
mjposner@ppbep.org

For Franklin's Promise:

Joseph Taylor
Executive Director
Franklin's Promise Coalition
850.323.0176
franklinspromise@gmail.com

**Pensacola and Perdido Bays
Estuary Program, Inc.**

Franklin's Promise Coalition

By: Matthew J. Posner

Matthew J. Posner, Executive Director

7/9/24
Date

By: Joe Taylor

Joseph Taylor, Executive Director

7/9/2024
Date

Attachment 1: Project Workplan, Budget, and Schedule
Attachment 2: Quarterly Progress and Final Report Templates
Attachment 3: Data Management Plan
Attachment 4: Prime Award Agreement

Attachment 1: Project Workplan

Subrecipient Agreement #: NOAA23-04

Subaward Project Title: Franklin's Promise Coalition – Pensacola Living Shoreline Assistance Program

Period of Performance: July 1, 2024 – August 31, 2027

Award Amount: \$349,956.23

Project Location: Pensacola Bay System – Escambia County and Santa Rosa County, Florida

Project Abstract: The Pensacola and Perdido Bays Estuary Program (PPBEP) will engage OysterCorps, a program of Franklin's Promise Coalition (a 501(c)3 nonprofit organization), to assist in development and implementation of the Pensacola Living Shoreline Assistance Program (LSAP) in collaboration with PPBEP and its partners. PPBEP will engage OysterCorps to construct living shorelines identified within the Pensacola Bay System for the PPBEP Living Shoreline Assistance Program.

OysterCorps serves as a dual environmental restoration and workforce training initiative, the program engages local opportunity youth (18-25 years of age who are underserved/marginalized and not on a career path) to complete vital coastal restoration and resilience projects across Florida's coastal communities. At the same time, Corps members gain on-the-job training, industry certifications, academic programming, leadership skills, and additional support to become environmental stewards and sustainable contributors to their local communities.

OysterCorps' EscaRosa Crew will be responsible for construction of living shorelines within the Pensacola Bay System which includes material construction and installation. PPBEP will engage OysterCorps upon enrollment of a property into the LSAP. Following approval of permits, PPBEP will issue OysterCorps a Notice to Proceed to commence Project construction in alignment with the terms of the permit and the Property Owner Agreement. OysterCorps will be responsible for delivery, deployment, and construction of living shoreline materials.

Tasks and Deliverables:

Task 1: Program Coordination

Task 1 Description: OysterCorps' EscaRosa Crew will, on behalf of PPBEP, construct living shorelines as part of PPBEP's Living Shoreline Assistance Program. OysterCorps will be responsible for coordinating field operations associated with living shoreline deployment and construction. Program Coordination includes, but is not limited to, implementing the Living Shoreline Assistance Program Workplan, establishing site access, coordinating resource availability, sourcing materials and coordinating deliveries, establishing timelines, development of a Pre-Construction Checklist, procuring equipment and supplies, time tracking, and completing monthly reports and biweekly check-in calls with PPBEP.

Task 1 Deliverables: OysterCorps will submit the following to PPBEP for review and approval

1. Draft and final OysterCorps Living Shoreline Assistance Program Workplan, which shall include, but not be limited to:
 - a. Tasks, timelines, and assigned roles
 - b. Severe Weather Preparedness Plan
2. Draft and final Equipment Maintenance Plan.
3. Equipment and Supplies Procurement List, to include documentation of procurement method(s) with any piece of equipment with a unit value greater than \$5,000.
4. Monthly written progress reports and monthly time tracking reports.
5. Biweekly check-in calls evidenced by meeting notes.
6. Purchase of 4x4 truck approved by PPBEP with wrapping designed by PPBEP.

Task 1 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

Task 2: Program Implementation

Task 2 Description: OysterCorps will, under the direction of PPBEP, construct living shoreline projects in accordance with design, specifications, permits, and Property Owner Agreements approved for each project. PPBEP will issue OysterCorps a Notice to Proceed for each project prior to commencing deployment and construction. OysterCorps will assist PPBEP with pre-construction site assessments, design review, and monitoring as needed and requested by PPBEP.

OysterCorps will complete a Pre-Construction Checklist prior to the start of construction to include, but not be limited to, construction dates, method of construction, construction best management practices, materials utilized, and points of contact. PPBEP will issue a Notice to Proceed following acceptance of the Pre-Construction Checklist. OysterCorps will be responsible for submitting weekly status reports, including work performed with color photographs. PPBEP will perform scheduled and unscheduled field visits.

Following construction, OysterCorps will schedule a 1) walkthrough review at each site with PPBEP and develop a punch list of issues that need to be addressed by OysterCorps prior to certification of completion. 2) OysterCorps will schedule the final walkthrough of each site with PPBEP after each punch list item has been addressed and documented. PPBEP will certify completion following the final walkthrough if all project components are found to be compliant and satisfactory.

Task 2 Deliverables:

1. Pre-Construction Checklist for each project reviewed and approved by PPBEP prior to commencing construction.
2. Installation of living shorelines in accordance with project designs, specifications, permits, and applicable Property Owner Agreements.
3. Weekly Status Reports with color photographs for each project site.

4. Walkthrough Review of each project site and development of a punch list sheet for action, to be reviewed and approved by PPBEP
5. Final Walkthrough Review resulting in PPBEP certifying completion if all project components are found to be compliant and satisfactory.

Task 2 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

1. Number of certified completed projects.

Subaward Budget: \$349,956.23

Object Categories	Year 1	Year 2	Year 3	TOTAL
a. Personnel	\$43,610.00	\$87,695.00	\$87,695.00	\$219,000.00
b. Fringe Benefits	\$7,182.57	\$14,443.37	\$14,443.37	\$36,069.30
c. Travel	\$0.00	\$4,200.00	\$4,200.00	\$8,400.00
d. Equipment	\$52,000.00	\$0.00	\$0.00	\$52,000.00
e. Supplies	\$0.00	\$0.00	\$0.00	\$0.00
f. Contractual	\$0.00	\$0.00	\$0.00	\$0.00
g. Construction	\$0.00	\$0.00	\$0.00	\$0.00
h. Other	\$2,000.00	\$2,700.00	\$2,700.00	\$7,400.00
i. Total Direct Charges	\$104,792.57	\$109,038.37	\$109,038.37	\$322,869.30
j. Indirect Charges	\$5,279.26	\$10,483.84	\$10,483.84	\$27,086.93
k. Grand Total	\$110,071.82	\$119,522.20	\$119,522.20	\$349,956.23

Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Start Date	End Date	Deliverable Due Date
1. Program Coordination	07/01/24	08/31/27	08/31/27
2. Program Implementation	10/01/24	08/31/27	08/31/27

Reporting:

The Subrecipient shall submit quarterly progress reports to PPBEP for review and approval. Quarterly progress reports will be due 20 days following the completion of the previous quarter in compliance with the schedule below.

Quarter	Quarterly Report Due Date
October 1 st – December 31 st	January 20 th
January 1 st – March 31 st	April 20 th
April 1 st – June 30 th	July 20 th
July 1 st – September 30 th	October 20 th

Attachment 2

PROGRESS REPORT FORM

Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Reporting Period:			
Project Title:			

Task #:

Progress for this reporting period:

Deliverable (% Completed and details):

Task #:

Progress for this reporting period:

Deliverable (% Completed and details):

Performance Measures: [If applicable, please indicate progress toward achieving performance measures using the template provided.]

Objective	Measure	Baseline	Target	Actual to Date	Explanation

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of Agreement No. XXXX and accurately reflects the activities associated with the project.

Signature of Grantee's Representative

Date

Print Name and Title

FINAL REPORT FORM

Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Project Title:			
Please submit any high-resolution photos related to the project (include photo credit for possible use by PPBEP for use in our e-newsletter, annual report, social media, or website) with your report as image files to info@ppbep.org .			

RESULTS: Describe the progress made toward the goals and objectives as stated in the subaward Work Plan.

--

IMPACT: Summarize the organization's key evaluation results related to the funded grant (number of people reached, samples taken, etc.):

--

SUCCESSSES AND CHALLENGES: Describe the significant successes and challenges the organization experienced related to the funded grant.

--

LESSONS LEARNED: Describe what the organization learned based upon the results, successes, and challenges reported. Address programmatic, evaluative, or organizational changes that will be made based upon these lessons learned.

--

Photos: Please provide a minimum of 5 photos from your reporting period. These photos can showcase outreach activities, project sites, program events, etc. Photos are to be sent as a separate attachment along with the report. **Photos must be at least 1280 x 720 pixels (HD).**

Performance Measures: [If applicable, please indicate progress toward achieving performance measures using the template provided.]

Objective	Measure	Baseline	Target	Actual to Date	Explanation

This report is submitted in accordance with the reporting requirements of Agreement No. XXXX and accurately reflects the activities associated with the project.

Signature of Grantee's Representative

Date



Data Management Plan Form

Project Title (required answer):

Name of the Project Lead (required answer):

PPBEP requires that the lead serve as the data steward.

Project Lead Contact Information (required answer):

Dataset Description(s) (required answer):

- What data will the dataset(s) contain?

This includes descriptive details on data types, inclusion of metadata, data format(s) and file extension types, collection times/date ranges, etc.

- What name(s), if any, will be designated to the dataset(s)?

Do you agree to release all raw data no later than 1 year after the end-date of the project or grant period?

Issues (required answer):

- Are there any legal, access, retention, etc. issues anticipated for the dataset?
- If yes, please explain.

Data Size:

- What will be the estimated size of the dataset?
Please report estimated number of MB, GB, TB, etc., collected.

Data Format:

- What format will the dataset utilize? (i.e., Excel file, model code, shapefiles, audio/video recording, etc.)

Ownership (required answer):

- Who will own the dataset, if not the Project Lead?

Post-Processing:

- What post-processing, QA/QC will this dataset undergo?
- Who will be responsible for performing this post-processing and QA/QC to prepare the dataset for its deposition into a repository?



Preservation Plan (required answer):

- What data repositories will be used to host the dataset?
- If none, how will the data be preserved?

Products:

- Will any information or data products be developed from this dataset?
- How will the related costs be supported?
- Which organization(s) will be producing these products?

Other Comments:

- Are there any additional comments related to the data that will result from your project?

FORM CD-450 (REV 10/18)		U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
RECIPIENT NAME PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, INC.		FEDERAL AWARD ID NUMBER NA23NMF4630079			
		PERIOD OF PERFORMANCE 09/01/2023-08/31/2027			
STREET ADDRESS 226 PALAFOX PL		FEDERAL SHARE OF COST <div style="text-align: right;">\$10,993,732.00</div>			
CITY, STATE, ZIP CODE PENSACOLA FL 32502-5846		RECIPIENT SHARE OF COST <div style="text-align: right;">\$0.00</div>			
AUTHORITY P.L. 117-58; 16 U.S.C. 1891a; 16 U.S.C. 661, as amended by the Reorg. Plan No. 4 of 1970		TOTAL ESTIMATED COST <div style="text-align: right;">\$10,993,732.00</div>			
CFDA NO. AND NAME 11.463 Habitat Conservation					
PROJECT TITLE Pensacola Bay System Oyster Restoration Initiative					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input type="checkbox"/> R & D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> BUREAU SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF: 79 FR78390)</p> <p><input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p><input checked="" type="checkbox"/> OTHER(S): This award is being made under competitive Funding Opportunity Number NOAA-NMFS-HCPO-2022-2007195 posted at Grants.gov on 06/28/2022.</p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Alan Conway				DATE 09/05/2023	
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

Specific Award Conditions

Award Number: NA23NMF4630079
Amendment Number: 0

1) New Award SAC

This award number NA23NMF4630079, to PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, INC., supports the work described in the Recipient's proposal entitled "Pensacola Bay System Oyster Restoration Initiative" dated 09/02/2022, with revisions dated 06/20/2023, 08/18/2023, and 08/21/2023, which are incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

2) Part 1 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Pursuant to the Infrastructure Investment and Jobs Act ("IIJA"), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure 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 for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; 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 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.

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://www.nist.gov/mep/supplier-scouting>.

3) Part 2 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials WAIVERS

When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements.

1) When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that:

- a. applying the domestic content procurement preference would be inconsistent with the public interest;
- b. 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; or
- c. 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.

A request to waive the application of the domestic content procurement preference must be in writing. DOC 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 at [whitehouse.gov/omb/management/made-in-america](https://www.whitehouse.gov/omb/management/made-in-america).

DEFINITIONS

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives²—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

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1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

2 IIJA, § 70917(c)(1).

4) Implementation of Domestic Sourcing Requirements

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.

5) Pre-Award Costs – 90 Days

Pre-award costs incurred within 90 days prior to the award start day are allowable only to the extent of their reasonableness and relationship to the proposed activities of this award. The approved pre-award costs are a portion of, not in addition to, the approved total budget.

6) Tangible Property Reporting and Disposition

Equipment costs and/or supplies have been identified and budgeted in the grant application. The Recipient must report such costs to NOAA. The SF-428, SF-428-B (final report), and as needed, the SF-428-S (inventory list) must be submitted no later than 90 days after the project end date. The SF-428-C (the disposition report) must be submitted when the property is no longer required for the purpose of the project, and in accordance with 200.311-314. These forms can be accessed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. Please note that DOC does not permit option 2b(i) on the SF-428B.

7) Post Award NEPA Review Process

By accepting this award, the Recipient agrees to assist and cooperate with NOAA Fisheries in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. For purposes of NEPA compliance,

Phase 1 of the project includes planning, design, engineering, permitting, monitoring, and capacity funding. The activities for which work can proceed (as described above) will have no significant individual or cumulative adverse effects on the environment. The Recipient will not expend any funds for Phase 2 project implementation until impacts have been assessed and NEPA compliance documentation has been completed by NOAA. At this time, \$4,926,572 of the total award funds are available to the Recipient to complete Phase 1 tasks outlined above that have no adverse impacts on the environment. The remaining award funds will be available after the NOAA Program Officer provides NEPA clearance by confirming in Grants Online that this award condition has been satisfied.

8) Cooperative Agreement

This award is a cooperative agreement as described in 2 C.F.R. Sec. 200.1, meaning that NOAA is “substantially involved” in the project. NOAA Fisheries’ participation will be crucial to ensuring the timely implementation of the most beneficial habitat restoration project. NOAA may participate in one or more of the following ways:

collaboration on the scope of work through participation in meetings and review of documents;

providing assistance with technical aspects of the habitat restoration project such as assistance with permitting or development of detailed work plans and monitoring plans;

review and comment on design plans at the beginning of the award, at various stages throughout any portion of the design process that occurs during the award (e.g. conceptual, 30%, 60%, and 90% completion), and at the final completion stage;

review of procurement materials to the extent authorized by 2 C.F.R. Sec. 200.325;

tracking the progression of the restoration from planning through implementation and post-construction monitoring, with particular emphasis on tracking Recipient achievement of targets for major milestones and performance metrics and sharing results;

other involvement consistent with Office of Management and Budget Guidance on Substantial Involvement. See 43 Federal Register 36860 (Aug. 18, 1978).

9) Post Award NEPA Review Process

By accepting this award, the Recipient agrees to assist and cooperate with NOAA Fisheries in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. For purposes of NEPA compliance, Phase 1 of the project includes planning, design, engineering, permitting, monitoring, and capacity funding. The activities for which work can proceed (as described above) will have no significant individual or cumulative adverse effects on the environment. The Recipient will not expend any funds for Phase 2 project implementation until impacts have been assessed and NEPA compliance documentation has been completed by NOAA. At this time, \$4,926,572 of the total award funds are available to the Recipient to complete Phase 1 tasks outlined above that have no adverse impacts on the environment. The remaining award funds will be available after the NOAA Program Officer provides NEPA clearance by confirming in Grants Online that this award condition has been satisfied.

10) Performance Progress Reports

Reporting requirements are described in 2 C.F.R. Sec. 200.328-.330, and 200.300(b); Department of Commerce Financial Assistance Standard Terms and Conditions Sec. A.01, C.03, and G.05; and Bureau-Specific NOAA Administrative Standard Award Conditions, with the following supplement.

Progress reports must be submitted using the NOAA Community-based Restoration Program's Performance Progress Report (PPR) reporting form approved by OMB under control number 0648-0718, or a successor form. The NOAA Federal Program Officer will provide this form to the Recipient. Interim semi-annual progress reports are due no later than 30 days after the semiannual reporting periods ending March 31 and September 30 for the entire duration of the award. These follow the same frequency and have the same due dates (April 30 and October 30, respectively) as the SF-425 Federal Financial Reports, which also must be submitted as a condition of this award.

A comprehensive final report covering all activities during the award period is required and must be received by the NOAA Program Officer within 120 days after the end date of this award, but a final semi-annual report is not required.

11) Outreach and Communications

Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3. is supplemented as follows consistent with NOAA's collaboration on this project. The Recipient will coordinate with NOAA on outreach plans, events, products, and media coverage associated with the project. Please coordinate with the Federal Program Officer listed under the Contact Information award condition. Grantees will provide copies of final outreach products, website mentions, press materials, photos, videos, etc. via the standard progress reports to NOAA, or when available throughout the award period. Grantees will provide NOAA with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by NOAA.

12) Acknowledgement of Project Contributors

The Recipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3.

13) Project Safety

The Recipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Recipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.

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.

14) Compliance with Applicable Laws, Obtaining Permits, and Consultation Requirements

The Recipient is required to comply with national policy requirements consistent with 2 C.F.R. Sec. 200.300 and Department of Commerce Financial Assistance Standard Terms and Conditions, Section G. The Recipient will ensure that implementation of the project will meet all Federal laws and regulations by obtaining all Federal, state, and local permits and consultations applicable to the project prior to expenditure of award funds for those activities requiring permits and consultations. This includes, but is not restricted to, consultations required under the Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat), National Historic Preservation Act, and Coastal Zone Management Act. The Recipient will be cognizant of all conditions and restrictions required by their permits and consultations, and will immediately halt activities and contact their NOAA Technical Monitor if events occur that threaten to violate the conditions or restrictions required by their permits and consultations.

15) Verification of Permits and Consultations

Verification of permits and regulatory compliance related to this project must be presented to the NOAA Technical Monitor prior to project implementation. The Recipient should provide a list of Federal, tribal, state, and local permits acquired for this project by email or letter to the NOAA Technical Monitor.

16) Project Files

The Recipient must maintain project files for all restoration activities taking place under this agreement consistent with 2 C.F.R. Sec. 200.334. These files must contain, at a minimum, project work plans and copies of all federal and state permits/consultations associated with project implementation.

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards U.S. Department of Commerce

This Federal assistance award will be implemented using “[Grants Online](#),” a Federal information technology system for grants management and processing. Grants Online allows the recipient to accept awards electronically, manage user roles for individuals within their organization, and submit post-award action requests, financial reports, performance progress reports, and tangible personal property and real property reports. You can contact the Grants Online Help Desk for assistance in obtaining your login credentials.

Contact the Grants Online Help Desk at GrantsOnline.HelpDesk@noaa.gov, (240) 533-9533, between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time Monday through Friday excluding Federal holidays. Please refer to the NOAA website at <https://www.noaa.gov/organization/information-technology/grant-recipient-user-resources> for additional information.

I. Award Payments – ASAP Enrollment

Consistent with 2 C.F.R. §200.305 and Department of Commerce Financial Assistance Standard Terms and Conditions (Commerce Terms), recipient award payments will be made through electronic funds transfers using the U.S. Department of the Treasury’s Automated Standard Application for Payments (ASAP) system. Recipients must enroll in ASAP system by first submitting an Organization Profile Change Request via Grants Online, which will include the following requirements:

- EIN#
- DUNS#
- Name of Organization
- Type of Organization (i.e. Non-profit, For Profit, State etc.)
- Address
- Point of Contact
- Title
- Point of Contact's Email Address
- Phone Number

If your organization is not currently enrolled in ASAP, please submit an Organization Profile Change Request in Grants Online as soon as possible to begin the enrollment process. New ASAP enrollments can take up to a month to be completed.

II. Reporting

A. Financial Reports

The recipient will use NOAA’s Grants Online system to complete Federal Financial Reports (SF-425), required by 2 CFR §200.328 and Commerce Terms. Grants Online will notify the recipient organization

via email when SF-425s are available for reporting and submission through the Grants Online system. The status of all reports can be seen under “Financial Reports” under the Grants File.

To complete a report, login to NOAA Grants Online at <https://grantsonline.rdc.noaa.gov>, search for the award and navigate to the Grants File overview page. Find the report near the bottom of the page and click on the link to the report to complete the report. For multiple awards that require Federal Financial Reports (SF-425) covering the same period, the recipient may create and submit a multi-award SF-425 from the —Awards tab. For additional assistance with Grants Online, please review the Recipient Quick Reference Guide available at https://www.noaa.gov/sites/default/files/atoms/files/GrantRecipients_Quick_Ref_Guide.pdf. This site also has additional detailed recipient assistance material. If you are having problems with accessing Grants Online, please contact the Grants Online Help Desk at (240) 533-9533 or GrantsOnline.HelpDesk@noaa.gov.

1. Request for Advance or Reimbursement (SF-270)
 - a. The SF-270 shall NOT be submitted by the recipient using the Department of Treasury ASAP system unless specifically directed by a specific award condition.
 - b. Semi-annual Federal Financial Reports (SF-425) are not required if the SF-270 is used; however, a Final SF-425 will be required.
 - c. If your organization is registered in ASAP, reimbursements will be made through ASAP.
2. Federal Financial Report (SF-425) - Due semi-annually; reported under the —“Federal Cash” line of the report.
 - a. The SF-425 shall be submitted on a semi-annual basis. If the recipient is reporting on more than one NOAA grant and/or agreement, then the SF-425 attachment must be used.
 - b. Interim semi-annual Federal Financial Reports (SF-425) are due no later than 30 days after the semi-annual reporting periods ending March 31 and September 30 for the cumulative project period of the award.
 - c. The SF-425 is required for any recipient using ASAP for payment. If converting to ASAP during the course of the Award, the SF-425 forms will be due as described above starting with the ASAP conversion date.
3. Federal Financial Report (SF-425) - (final report only)
 - a. A final comprehensive Federal Financial Report must be submitted within 120 days after the period of performance end date. Subrecipients must submit final reports to the pass-through entity, no later than 90 days after the period of performance end date. The recipient’s report shall cover the entire period of performance from the start date through the end date of the original award, or approved extended end date (e.g., no-cost extension or extension to the closeout period) of the award, and must include the cumulative total of indirect costs charged to the award. This final report must not be submitted until cash on hand is \$0. If necessary, reach out to your grants specialist for information on how to return funds if your organization has cash on hand at the end of closeout.

B. Performance Reports

The recipient will use NOAA's Grants Online system to submit Performance Progress Reports, required by 2 CFR §200.329 and Commerce Terms. The Grants Online System will notify your organization through email when performance progress reports are available for reporting and submission through NOAA Grants Online. Recipients are responsible for ensuring all personnel listed on an award have a current email address. The status of reports can be seen under "Progress Reports" under the Grant File.

To complete your report, login to NOAA Grants Online at <https://grantsonline.rdc.noaa.gov/>, search for the award and navigate to the Grants File overview page. Then find the report near the bottom of the page and click on the link to the report to complete it. Your organization must attach the report document for submission. The Federal Program Officer is the authority on the acceptable form and content of Project Progress Reports. For additional assistance with Grants Online, please review the Recipient Quick Reference Guide available at https://www.noaa.gov/sites/default/files/atoms/files/GrantRecipients_Quick_Ref_Guide.pdf. This site also has additional detailed recipient assistance material. If you are having problems with your access to Grants Online, please contact the Grants Online Help Desk at (240) 533-9533 or GrantsOnline.HelpDesk@noaa.gov.

1. Frequency: Performance reports are due on a semi-annual basis unless otherwise specified in a specific award condition, no later than 30 days following the end of each six (6) month period from the start date of the original award. The last semi-annual performance report is required. The final report, which summarizes activities conducted during the entire award, must be submitted within 120 days following the period of performance end date. Subrecipients must submit final reports to the pass-through entity, no later than 90 days after the period of performance end date.
2. For awards governed by the Federal-wide Research Terms and Conditions, recipients must complete the Research Performance Progress Report (RPPR). The Department of Commerce implemented a RPPR for research awards in accordance with the requirement for recipient submission of performance reports using OMB-approved government-wide standard information collections per 2 C.F.R. §200.329. The recipient must complete the RPPR directly in Grants Online. Also, the RPPR format and instructions are available at <https://www.commerce.gov/oam/policy/financial-assistance-policy>.

C. Property Reports and Disposition

Property records, including any documentation relating to disposition of property, required by 2 CFR §200.310-316, are to be submitted in NOAA's Grants Online System. The Tangible Personal Property Report (SF-428) and the Real Property Status Report (SF-429) should be included in documentation, as applicable. At the end of the period of performance, but no later than the closeout period, the recipient must report on property using the property forms (SF-428/SF-429 forms) located at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>. Such property shall include real property (§200.311), Federally-owned and exempt property (§200.312), equipment acquired with grant funds (§200.313), and residual inventory of unused supplies exceeding \$5,000 in total aggregate value (§200.314). The recipient must request property disposition instructions from NOAA. In addition, recipients may be required to submit annual reports on real property, per §200.330.

Research awards should also refer to the Federal-wide Research Terms and Conditions at <http://www.nsf.gov/awards/managing/rtc.jsp>.

D. Reporting Subawards and Executive Compensation

The recipient is reminded that the Commerce Terms require specified reporting regarding subawards and executive compensation, per the Federal Funding Accountability and Transparency Act (FFATA). This information is not reported through Grants Online. Follow reporting instructions in the Commerce Terms.

III. Scientific Integrity

A. General Guidelines

1. *Maintaining Integrity.* The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
2. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
4. *Primary Responsibility.* The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
5. By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific

integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

6. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation.* If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:
 - a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. *Finalizing Investigation.* When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

IV. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at

time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

1. **Data Sharing:** Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines,¹ data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.^{2,3}
2. **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. **Disclaimer:** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
4. **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
6. **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

1 http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html

2 Failure to perform quality control does not constitute an excuse not to share data.

3 Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

V. Post Award Actions Requests

Grants Online provides the ability for recipients to submit post award action requests. The Department of Commerce requires that post award action requests be approved by an Authorized Representative. Grants Online enforces this business rule by routing all post award action requests through the recipient organizations Authorized Representative(s). Recipients must follow the guidance provided in Grants Online at https://www.noaa.gov/sites/default/files/atoms/files/Recipient_AAR_Help_0.pdf.

Per 2 CFR §200.332, recipients/pass through entities (PTEs) are given the authority to impose additional restrictions on subrecipients in order for the recipient/PTE to meet its own responsibility to the Federal awarding agency. Recipients/PTEs may, at their discretion, opt to restrict the waived prior approvals identified in the Research Terms, if applicable, to their subrecipients. Recipients/PTEs should identify the applicable prior approval terms in their own subaward agreements.

VI. Negotiated Indirect Cost Rate Agreements

This term supplements the Commerce Terms. Recipients must submit new or updated Negotiated Indirect Cost Rate Agreements (NICRA) to the NOAA Grants Office, when applicable. NICRAs can be submitted to the NOAA Grants Office through an email to the assigned Grants Specialist and Grants Officer for recordkeeping.

If NOAA is your organization's cognizant agency the applicant may contact the NOAA Grants Office if they wish to establish an agreement, if an applicant has not previously established an indirect cost rate agreement with a Federal agency. The negotiation and approval of a rate is subject to the procedures required by NOAA and the Commerce Terms. Per the 2 CFR 200 revisions effective as of November 12, 2020, any recipient that does not have a current negotiated (including provisional) rate, except for those recipients described in 2 CFR 200, Appendix VII, paragraph D.1.b., may opt to use the de minimis indirect cost rate of 10% of Modified Total Direct Cost (as allowable under 2 CFR §200.414). Also, NOAA may permit the recipient to use its last expired approved rate along with acknowledgment from their cognizant agency that their new indirect cost proposal has been received.

VII. Research Terms and Conditions

For awards designated on the CD-450 as Research, the Commerce Terms, and the Federal-wide Research Terms and Conditions (Research Terms) as implemented by the Department of Commerce, currently at <https://www.nsf.gov/awards/managing/rtc.jsp>, both apply to the award. The Commerce Terms and the Research Terms are generally intended to harmonize with each other; however, where the Commerce Terms and the Research Terms differ in a Research award, the Research Terms prevail, unless otherwise indicated in a specific award condition.

VIII. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IX. Audit Resolution

Recipients that expend \$750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of the General Counsel. After the Department renders a decision on an appeal, there are no other administrative appeals available.

An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.

Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

X. NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy

1. NOAA requires organizations receiving federal assistance to report findings of sexual harassment, or any other kind of harassment, regarding a Principal Investigator (PI), co-PI, or any other key personnel in the award. The recipient must report to the NOAA Grants Officer and Program Officer if the PI, co-PI, or other key personnel are placed on administrative leave relating to a harassment finding or investigation. NOAA may take unilateral action as necessary to protect the safety of all personnel on a project supported by financial assistance, to include suspending or terminating an award or requiring a recipient to replace or remove personnel.

If the award involves the use of NOAA-operated facilities and/or vessels, the recipient must adhere to the following specific requirements:

- Financial assistance awards involving the use of NOAA operated-facilities: [NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Financial Assistance Awards Involving NOAA-Operated Facilities \(May 2018\)](#)
- Financial assistance awards involving the use of vessels: [NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Financial Assistance Awards Involving the Use of a Vessel\(s\) under NOAA Contract, Order, Grant, or Cooperative Agreement \(May 2018\)](#)

Direct links to the requirements for awards involving the use of NOAA operated-facilities and/or vessels may be found at <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>. Note that these policies include required training.

2. NOAA expects all financial assistance recipients to establish and maintain clear and unambiguous standards of behavior to ensure harassment free workplaces wherever NOAA grant or cooperative agreement work is conducted, including notification pathways for all personnel, including students, on the awards. This expectation includes activities at all on- and offsite facilities and during conferences and workshops. All such settings should have accessible and evident means for reporting violations and recipients should exercise due diligence with timely investigations of allegations and corrective actions.
3. The NOAA Workplace Violence Prevention and Response Program (WVPR) works to establish a culture of professionalism and respect through violence prevention and response; education and training; victim support; reporting procedures and appropriate accountability that enhances the safety and well-being of all NOAA employees, affiliates, and visitors. Please visit <https://www.noaa.gov/workplace-violence-prevention-response-program> for more information.

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS



DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity¹ receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.²

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, SF-424s) or through DOC forms (*e.g.* Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

¹ Note that the OMB Uniform Guidance uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms “non-Federal entity,” “recipient,” and “subrecipient” consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward. As defined at 2 C.F.R. § 200.1:

“Non-Federal entity” is “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is “an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.”

“Subrecipient” is “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

² See 2 C.F.R. § 200.1 for the definitions of “foreign public entity” and “foreign organization.”

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation's website – <https://www.nsf.gov/awards/managing/rtc.jsp>. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.

2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.

3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.

c. Financial Reports. In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (*e.g.*, in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions. Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. Real Property Status Reports and Requests for Dispositions: Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award.

Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).

2. Tangible Personal Property Status Reports and Requests for Dispositions: DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In

addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: [RPPR Instructions](#).

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

.03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

.05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

.06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance

due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Award Payments

a. Consistent with 2 C.F.R. § 200.305(a) (Federal payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the

non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;
2. Agency Location Code (ALC); and
3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to \$500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision

of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

- (A) Department of Labor: <https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm>
or
- (B) Department of the Interior: <https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/>.

ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

- iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).
2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.
3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives \$35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.
- d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.
- e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:
 1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
 2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.
- f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the "period of performance" means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period." The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at <http://www.gao.gov/assets/80/76455.pdf> and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at [Internal Control Guidance](#).

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition

requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend \$750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (<https://harvester.census.gov/facides/>). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend \$750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than \$750,000 in DOC funds in a given fiscal year are

not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.
3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.
4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.
5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;
2. Withholding advance payments otherwise due to the non-Federal entity; or
3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the *Federal Register* (<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render

impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC ***waived*** prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and

200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. **Other Non-Federal Entities.** All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small

businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at <http://www.mbda.gov>. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

a. Statutory Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),³ which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).
2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.
3. In accordance with E.O. 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

³ As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

.03 LOBBYING RESTRICTIONS

a. Statutory Provisions

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

b. Disclosure of Lobbying Activities

Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under

the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to

submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation's Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State's approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency

procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.

Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or 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.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must 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.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA [website](#). Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's [website](#).

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates

of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "[*Foreign Air Carrier*] XXX, operated by Delta," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native

Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.
2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

- i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);
- ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);
- iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;
- iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and
- v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.
2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.
3. Publications, Videos, and Acknowledgment of Sponsorship.
 - i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (*e.g.*, scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.
 - ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.
 - iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.
 - iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do

not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

I. Homeland Security Presidential Directive

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

- i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. *See* 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. *See* 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. *See* 15 C.F.R. § 734.15(b).
4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.
5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.

6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.
7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.
8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.
9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

Trafficking in persons.

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;*
- ii. Procure a commercial sex act during the period of time that the award is in effect; or*
- iii. Use forced labor in the performance of the award or subawards under the award.*

2. *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —*

i. *Is determined to have violated a prohibition in paragraph a.1 of this award term; or*

ii. *Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).*

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

1. *Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or*

2. *Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—*

i. *Associated with performance under this award; or*

ii. *Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).*

c. Provisions applicable to any recipient.

1. *You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.*

2. *Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:*

i. *Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and*

ii. *Is in addition to all other remedies for noncompliance that are available to us under this award.*

3. *You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.*

d. Definitions. For purposes of this award term:

1. *“Employee” means either:*

i. *An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or*

ii. *Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.*

2. *“Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.*

3. *“Private entity”:*

i. *Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;*

ii. *Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.*

4. *“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).*

o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of \$30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward*

to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. *You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.*

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

3. *What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.*

b. Reporting Total Compensation of Recipient Executives for non-Federal entities.

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

i. *the total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 C.F.R § 170.320;*

ii. *in the preceding fiscal year, you received—*

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

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

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

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

i. *As part of your registration profile found at the System for Award Management (SAM) website located at <https://www.sam.gov>.*

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

c. *Reporting of Total Compensation of Subrecipient Executives.*

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

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

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

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

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

See also 2 C.F.R. § 200.300(b).

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

- i. *To the recipient.*

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

d. *Exemptions.* *If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

*e. **Definitions.** For purposes of this award term:*

*1. **Federal Agency** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).*

*2. **Non-Federal entity** means all of the following, as defined in 2 C.F.R. Part 25:*

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization.

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

*4. **Subaward**:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

*5. **Subrecipient** means a non-Federal entity or Federal agency that:*

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

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

i. Salary and bonus.

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

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

2. **System for Award Management (SAM) and Universal Identifier Requirements** -- as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Universal Identifier Requirements

a. ***Requirement for System for Award Management.*** *Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.*

b. ***Requirement for Unique Entity Identifier.*** *If you are authorized to make subawards under this Federal award, you:*

- 1. *Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.*
- 2. *May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.*

c. ***Definitions for purposes of this term:***

- 1. *SAM means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.SAM.gov>).*

2. *Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.*
3. *Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:*
 - i. *A foreign organization;*
 - ii. *A foreign public entity;*
 - iii. *A domestic for-profit organization; and*
 - iv. *A Federal agency.*
4. *Subaward has the meaning given in 2 C.F.R § 200.1.*
5. *Subrecipient has the meaning given in 2 C.F.R § 200.1.*

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirement.** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which You Must Report.** Submit the information required about each proceeding that:
 - i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

- (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if:
 - I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

q. Never Contract with the Enemy (2 C.F.R Part 183; 2 C.F.R. § 200.215)

Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.

2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

a. Term 1. Prohibition on Providing Funds to the Enemy.

1. *The recipient must—*

i. *Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;*

ii. *Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.*

2. *The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

3. *The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities*

b. Term 2. Additional Access to Recipient Records.

1. *In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations*

2. *The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii). Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.
3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).



Agenda Item 7.b.

Approval of Subaward Agreement No. NOAA23-07 to Franklin's Promise Coalition, in the amount of \$318,235.18, in Support of the Perdido Bay Living Shoreline Assistance Program

Background: At the September 2023 Board Meeting, the Board approved Subaward No. AL-2024-PPBEP-09.07.23-A108984, in the amount of \$1,628,962, for the Perdido Watershed Habitat and Community Resilience Initiative.

The Pensacola and Perdido Bays Estuary Program (PPBEP) will engage OysterCorps, a program of Franklin's Promise Coalition (a 501(c)3 nonprofit organization), to assist in development and implementation of the Perdido Living Shoreline Assistance Program (LSAP) in collaboration with PPBEP and its partners. PPBEP will engage OysterCorps to construct living shorelines identified within the Perdido Bay System for the PPBEP Living Shoreline Assistance Program.

OysterCorps serves as a dual environmental restoration and workforce training initiative, the program engages local opportunity youth (18-25 years of age who are underserved/marginalized and not on a career path) to complete vital coastal restoration and resilience projects across Florida's coastal communities. At the same time, Corps members gain on-the-job training, industry certifications, academic programming, leadership skills, and additional support to become environmental stewards and sustainable contributors to their local communities.

OysterCorps' EscaRosa Crew will be responsible for construction of living shorelines within the Perdido Bay System which includes material construction and installation. PPBEP will engage OysterCorps upon enrollment of a property into the LSAP. Following approval of permits, PPBEP will issue OysterCorps a Notice to Proceed to commence Project construction in alignment with the terms of the permit and the Property Owner Agreement. OysterCorps will be responsible for delivery, deployment, and construction of living shoreline materials.

Recommendation: Recommend the Board ratify approval of Subaward Agreement No. NOAA23-07 to Franklin's Promise Coalition, in the amount of \$318,235.18, in support of the Perdido Bay Living Shoreline Assistance Program.

Financial Impact: This action will encumber \$318,235.18 in the Grant Account and is funded through Subaward No. AL-2024-PPBEP-09.07.23-A108984.

Legal Review: General Counsel has reviewed and approved of the standard agreement.



**Subrecipient Agreement
between Pensacola and Perdido Bays Estuary Program, Inc. and
Franklin's Promise Coalition**

Subrecipient Agreement #: NOAA23-07

Subaward Project Title: Franklin's Promise Coalition – Perdido Living Shoreline Assistance Program

Federal Grant Agreement #: NA23NMF4630056

Period of Performance: July 1, 2024 – March 31, 2027

Subaward Amount: \$318,235.18

This Subrecipient Agreement is made and entered by and between **Pensacola and Perdido Bays Estuary Program, Inc.** (herein after referred to as “PPBEP” or “the Estuary Program”) and **Franklin's Promise Coalition** (herein after referred to as “Franklin's Promise” or “Subrecipient”).

WHEREAS, PPBEP is a subrecipient to National Ocean and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grant Cooperative Agreement No. NA23NMF4630056 for the Perdido Watershed Habitat and Community Resilience Initiative (herein after referred to as “the Project”); and

WHEREAS, Franklin's Promise was included in the Project workplan and budget to perform specified tasks and deliverables.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements, terms and conditions herein contained, PPBEP and Franklin's Promise agree as follows:

- 1. Services:** Subrecipient agrees to perform services in accordance with the Project Workplan, Budget, and Schedule provided in Attachment 1 of this Agreement.
- 2. Notice to Proceed:** Subrecipient agrees to not commence work prior to issuance of a Notice to Proceed by PPBEP.
- 3. Subaward Amount:** PPBEP agrees to make available \$320,000 for use by Franklin's Promise for work to be performed in accordance with the Project Workplan, Budget, and Schedule (Attachment 1).
- 4. Period of Performance:** The period of performance for this cost-reimbursable subaward is from July 1, 2024 through March 31, 2027 unless amended by written mutual agreement. All work under this agreement must be performed during this period. Expenditures after the period of performance are unallowable.



5. **Alterations:** Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to PPBEP and must be approved in advance in writing by PPBEP. The Subrecipient must obtain prior approval in writing from PPBEP if the cumulative amount of funding transfers among direct budget categories exceeds 10% of the total budget. The Subrecipient must notify PPBEP of cumulative funding transfers among direct budget categories that do not exceed 10% of the total budget for the agreement. Subrecipients must also notify PPBEP when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by PPBEP is required if the transfer involves any of the items listed in 2 CFR 200.407 that PPBEP did not previously approve at time of award or in response to a previous post-award request by the Subrecipient.
6. **Reporting Requirements:** The Subrecipient agrees to submit progress reports and the final report in accordance with the schedule identified in Attachment 1. Progress and final reports must adhere to reporting templates included in Attachment 2 and indicate the progress that has been made during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described in Attachment 2. PPBEP reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this Agreement.
7. **Outreach and Communications:** Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3. is supplemented as follows consistent with NOAA's collaboration on this project. The Subrecipient will coordinate with PPBEP on outreach plans, events, products, and media coverage associated with the project. Subrecipient agrees to submit educational materials, publications, videos, or signage developed with subaward funding to PPBEP for technical review and final approval before commencing production. Subrecipient will submit materials to PPBEP for approval with at least two (2) weeks' notice before purchasing any items. Subrecipients will provide copies of final outreach products, website mentions, press materials, photos, etc. to PPBEP when available throughout the award period. Subrecipients will provide PPBEP with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by PPBEP.

PPBEP expects all completed work products funded by NOAA be in the public domain, free of copyright or other intellectual property protections, unless covered by another applicable agreement or requirement (e.g., university intellectual property policies). In the event that Project work products are subject to other intellectual property requirements, the Subrecipient shall inform PPBEP of such requirements prior to signature of this subaward.

Site Visits: The Subrecipient agrees to permit at least one annual visit by PPBEP representatives. The purpose of the visit is to tour the construction site or project sites and



observe the progress and implementation of the grant-funded activities. PPBEP will provide a notice at least two weeks in advance to coordinate the details of the visit.

- 8. Acknowledgement of Project Contributors:** The Subrecipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3.
- 9. Permits, Compliance, and Safety:** Subrecipient will ensure that implementation of the Project meets all federal, state and local environmental laws and consistency requirements, including National Environmental Policy Act (NEPA) requirements.
 - a. The Subrecipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Subrecipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.
 - b. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Subrecipient 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 Subrecipient 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.
- 10. Invoicing and Payment:** Project funds are payable on a reimbursable basis only. Subrecipient shall invoice PPBEP no more frequently than monthly. Invoices must include all reimbursable expenses incurred during the invoice period. If no reimbursable expenses were incurred during the invoice period, explain why no other reimbursable expenses were incurred.

In order to be reimbursed, invoices must be complete, containing all required information and adhering to the required format described below. Invoices that do not include required information may be returned to Subrecipient and payment delayed.

Invoices must include the following:

- The invoice must be on organization letterhead
- Reference the subaward number
- Provide an invoice number



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- Provide mailing address for payment, and any cost codes or other notations that should be included on the check or information on signing up for direct deposit will be provided when available
- Include date of invoice and period covered
- Include a general description of the work performed and brief description of any significant accomplishments during the invoice period.
- Per CFR 200.415 - Invoices must be signed by an authorized representative of the organization and must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812).”
- Include a summary cost table, consistent with the approved project budget in Attachment 1.
- The cost table should describe:
 - Reimbursable expenses incurred during the invoice period by federal cost category;
 - Reimbursable expenses incurred to date during the project period by federal cost category;
 - Break down personnel costs by individual, including a brief description of the work performed by each. This may be done with a separate table or with notations. PPBEP will not reimburse “lump sum” or combined personnel costs.
 - Attach copies of all invoices over \$500.00 for which you are requesting reimbursement.
 - Provide brief description of any travel costs.

Submit invoices and supporting information through email to the PPBEP Project Coordinator. Invoiced expenditures must agree with the approved project budget. Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by PPBEP in writing, in advance of the expenditure.

The final billing, clearly marked Final, shall be submitted no later than sixty (60) days after the end of the period of performance. The final invoice will be paid upon approval of the final report.

11. Data Sharing Policy: Subrecipient agrees to complete a Data Management Plan (Attachment 3) and provide all data collected as part of the Project to PPBEP in accordance with NOAA’s standard terms and conditions.



- 12. Financial Records:** Subrecipient agrees to maintain accurate records of all costs incurred in the performance of this work, and agrees to allow PPBEP, or their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Subrecipient agrees to maintain financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.

To comply with federal regulations, Subrecipient agrees to maintain a financial management system that provides accurate, current and complete disclosure of the financial status of the subaward. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, purchase vouchers, payroll documentation, and related source documentation must be secured and retained for three (3) years following the termination date of this agreement in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers and invoices should be on vendors' letterheads.

- 13. Audits:** PPBEP reserves the right to audit some or all of the Project costs, expenses, payments, etc., either formally or informally, as the Project proceeds and/or upon completion. Every year PPBEP is required to conduct random invoice audits of its Subrecipients. If Subrecipient is chosen for a random invoice audit, they must furnish all requested materials within thirty (30) days of the request. Any subsequent requests for corrective actions or additional documentation must be fulfilled within fifteen (15) days of the request.

Subrecipient agrees to comply with the requirements of 2 CFR Part 200 Subpart F. After completion of each yearly audit report the Subrecipient will promptly furnish (within 30 days) to PPBEP a copy of said audit report (or written notification) for each and every year during which this subaward is in effect. Subrecipient further agrees to notify PPBEP in writing if at any time during the period of this subaward it is no longer in compliance or if there are audit findings. In cases of such non-compliance or audit findings, the Subrecipient will promptly provide PPBEP with its written plan for corrective action.

All records and reports prepared in response to the audit requirements, or that relate to this subaward, shall be retained by the Subrecipient for three (3) years from the date of final payment on the subaward and will be made available during that period for inspection by representatives of PPBEP, its independent auditors, or the Federal government during normal business hours.



14. Allowable and Unallowable Costs: Subrecipient acknowledges the Project is funded through federal funds. Subrecipient agrees to follow federal regulations as put forth in 2 CFR 200 in determining allowable costs under this agreement. Subrecipient agrees not to use funds provided under this agreement for any cost that is unallowable under these regulations. Reimbursement by PPBEP for any cost that is later determined to be unallowable does not constitute sanction by PPBEP for the unallowable use of these funds.

15. Procurement: The Subrecipient agrees to conduct all procurement actions, including reporting, under this award in accordance with the procurement standards set forth in 2 CFR 200.317 through 200.326. These measures include multiple bids for procurements above \$10,000 (2 CFR 200.320 and Davis-Bacon prevailing wage requirements for construction activities (2 CFR 200)).

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

Pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 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;
- 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 for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 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 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.

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://www.nist.gov/mep/supplier-scouting>

DEFINITIONS

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives² — that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- b. **Federal Employee Costs:** No funds for this project (including funds contributed by the Subrecipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project



unless a Federal agency will be providing services to the Subrecipient as authorized by a Federal statute.

- c. **Management Fees:** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this grant. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
 - d. **Prohibition on certain telecommunication and video surveillance services or equipment:** Effective August 13, 2020, Subrecipients and contractors must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of funds on federally funded projects to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. The prohibition extends to the use of all funds under federally funded projects by recipients and subrecipients, including those subject to contract.
- 16. Indemnification:** To the extent authorized by law, the Subrecipient agrees to indemnify and hold harmless PPBEP and its officers, employees, and agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs, or expenses of any kind, which PPBEP, its officers, employees, and agents may incur arising from the negligence of Subrecipient during the performance of any provision of this Agreement.
- As the direct Recipient of funds under this Award, PPBEP is responsible for the management of the award and is ultimately responsible for ensuring compliance with all federal requirements. The Subrecipient will cooperate with PPBEP in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.
- 17. Cyber Security:** The Subrecipient agrees that when collecting and managing environmental or other data under this agreement, it will protect the data by following all



applicable Federal, State, or Tribal law cybersecurity requirements. Subrecipients must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by Recipients and Subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, which is available via <https://sam.gov/SAM/>.

18. Tangible Personal Property: Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non- Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

- a. **Disposition:** Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the Subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. PPBEP reserves the right to retain ownership of any and all equipment purchased through this award in the event of a dissolution of partnership between PPBEP and Franklin’s Promise to ensure continuation of program implementation beyond the award period.

19. Assurances: By signing this subaward, Subrecipient certifies that:

It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, “Managing Federal Credit Programs.”

It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR Part 85, Section 85.510).

It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection



with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.

It is in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).

It is in compliance with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

It is in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.

Funds expended under this award will comply with the applicable Federal cost principles.

It does not have any known conflicts of interest pertaining to work on this project.

20. Suspension or Cancellation of Awards: With 30 days' notice, PPBEP may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to PPBEP on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow PPBEP to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this agreement, (d) PPBEP is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of PPBEP, violate the terms of PPBEP's cooperative agreement with NOAA, or expose PPBEP to liability. PPBEP will provide notice of any determinations made under this paragraph. In the event PPBEP takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Subrecipient Agreement and the approved budget, PPBEP will consider in good faith permitting subaward funds to be used to pay such obligations.

21. Public Records: All Contractors providing services to Pensacola and Perdido Bays Estuary Program, Inc. ("PPBEP") shall comply with Florida's public records laws, Chapter 119, Florida Statutes, and satisfy the Contractor's duties thereunder as follows:



Keep and maintain public records required by the PBBEP and/or related to performance of the service.

Upon request from the PBBEP's custodian of public records, provide the PBBEP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Upon completion of the contract, transfer, at no cost, to the PBBEP all public records in possession of the Contractor or keep and maintain public records required by the PBBEP and/or related to performance of the service. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PBBEP, upon request from the PBBEP's custodian of public records, in a format that is compatible with the information technology systems of the PBBEP.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, Matt Posner at (850) 595-0820 or mjposner@ppbep.org.

Failure of the Contractor to comply with requests for public records in accordance with the following procedures shall be deemed noncompliance:

A request to inspect or copy public records relating to a PBBEP contract for services must be made directly to the PBBEP. If the PBBEP does not possess the requested records, the PBBEP shall immediately notify the Contractor of the request, and the Contractor must provide the records to the PBBEP or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the PBBEP's request for records, the PBBEP shall enforce these contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the PBBEP within a reasonable time may be subject to penalties under s. 119.10.

If Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the Subrecipient fails to allow access to such documents, terminate this Agreement.



PENSACOLA
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CONTACTS:

For PPBEP:

Matthew J. Posner
Executive Director
Pensacola & Perdido Bays Estuary Program
850.595.0820
mjposner@ppbep.org

For Franklin's Promise:

Joseph Taylor
Executive Director
Franklin's Promise Coalition
850.323.0176
franklinspromise@gmail.com

**Pensacola and Perdido Bays
Estuary Program, Inc.**

Franklin's Promise Coalition

By: Matthew J. Posner

Matthew J. Posner, Executive Director

Date

7/9/24

By: Joe Taylor

Joseph Taylor, Executive Director

Date

7/9/2024

- Attachment 1: Project Workplan, Budget, and Schedule
- Attachment 2: Quarterly Progress and Final Report Templates
- Attachment 3: Data Management Plan
- Attachment 4: Prime Award Agreement

Attachment 1: Project Workplan

Subrecipient Agreement #: NOAA23-07

Subaward Project Title: Franklin's Promise Coalition – Perdido Living Shoreline Assistance Program

Period of Performance: July 1, 2024- March 31, 2027

Award Amount: \$318,235.18

Project Location: Perdido Bay System – Baldwin County, Alabama and Escambia County, Florida

Project Abstract: The Pensacola and Perdido Bays Estuary Program (PPBEP) will engage OysterCorps, a program of Franklin's Promise Coalition (a 501(c)3 nonprofit organization), to assist in development and implementation of the Perdido Living Shoreline Assistance Program (LSAP) in collaboration with PPBEP and its partners. PPBEP will engage OysterCorps to construct living shorelines identified within the Perdido Bay System for the PPBEP Living Shoreline Assistance Program.

OysterCorps serves as a dual environmental restoration and workforce training initiative, the program engages local opportunity youth (18-25 years of age who are underserved/marginalized and not on a career path) to complete vital coastal restoration and resilience projects across Florida's coastal communities. At the same time, Corps members gain on-the-job training, industry certifications, academic programming, leadership skills, and additional support to become environmental stewards and sustainable contributors to their local communities.

OysterCorps' EscaRosa Crew will be responsible for construction of living shorelines within the Perdido Bay System which includes material construction and installation. PPBEP will engage OysterCorps upon enrollment of a property into the LSAP. Following approval of permits, PPBEP will issue OysterCorps a Notice to Proceed to commence Project construction in alignment with the terms of the permit and the Property Owner Agreement. OysterCorps will be responsible for delivery, deployment, and construction of living shoreline materials.

Tasks and Deliverables:

Task 1: Program Coordination

Task 1 Description: OysterCorps' EscaRosa Crew will, on behalf of PPBEP, construct living shorelines as part of PPBEP's Living Shoreline Assistance Program. OysterCorps will be responsible for coordinating field operations associated with living shoreline deployment and construction. Program Coordination includes, but is not limited to, implementing the Living Shoreline Assistance Program Workplan, establishing site access, coordinating resource availability, sourcing materials and coordinating deliveries, establishing timelines, development

of a Pre-Construction Checklist, procuring equipment and supplies, time tracking, and completing monthly reports and biweekly check-in calls with PPBEP.

Task 1 Deliverables: OysterCorps will submit the following to PPBEP for review and approval

1. Draft and final OysterCorps Living Shoreline Assistance Program Workplan, which shall include, but not be limited to:
 - a. Tasks, timelines, and assigned roles
 - b. Severe Weather Preparedness Plan
2. Draft and final Equipment Maintenance Plan.
3. Equipment and Supplies Procurement List, to include documentation of procurement method(s) with any piece of equipment with a unit value greater than \$5,000.
4. Monthly written progress reports and monthly time tracking reports.
5. Biweekly check-in calls evidenced by meeting notes.
6. Purchase of 4x4 truck approved by PPBEP with wrapping designed by PPBEP.

Task 1 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

Task 2: Program Implementation

Task 2 Description: OysterCorps will, under the direction of PPBEP, construct living shoreline projects in accordance with design, specifications, permits, and Property Owner Agreements approved for each project. PPBEP will issue OysterCorps a Notice to Proceed for each project prior to commencing deployment and construction. OysterCorps will assist PPBEP with pre-construction site assessments, design review, and monitoring as needed and requested by PPBEP.

OysterCorps will complete a Pre-Construction Checklist prior to the start of construction to include, but not be limited to, construction dates, method of construction, construction best management practices, materials utilized, and points of contact. PPBEP will issue a Notice to Proceed following acceptance of the Pre-Construction Checklist. OysterCorps will be responsible for submitting weekly status reports, including work performed with color photographs. PPBEP will perform scheduled and unscheduled field visits.

Following construction, OysterCorps will schedule a 1) walkthrough review at each site with PPBEP and develop a punch list of issues that need to be addressed by OysterCorps prior to certification of completion. 2) OysterCorps will schedule the final walkthrough of each site with PPBEP after each punch list item has been addressed and documented. PPBEP will certify completion following the final walkthrough if all project components are found to be compliant and satisfactory.

Task 2 Deliverables:

1. Pre-Construction Checklist for each project reviewed and approved by PPBEP prior to commencing construction.
2. Installation of living shorelines in accordance with project designs, specifications, permits, and applicable Property Owner Agreements.
3. Weekly Status Reports with color photographs for each project site.
4. Walkthrough Review of each project site and development of a punch list sheet for action, to be reviewed and approved by PPBEP
5. Final Walkthrough Review resulting in PPBEP certifying completion if all project components are found to be compliant and satisfactory.

Task 2 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

1. Number of certified completed projects.

Subaward Budget: \$318,235.18

Object Categories	Year 1	Year 2	Year 3	TOTAL
a. Personnel	\$110,790.00	\$54,000.00	\$54,000.00	\$218,790.00
b. Fringe Benefits	\$18,247.11	\$8,893.80	\$8,893.80	\$36,034.71
c. Travel	\$4,000.00	\$1,000.00	\$1,000.00	\$6,000.00
d. Equipment	\$0.00	\$0.00	\$0.00	\$0.00
e. Supplies	\$10,680.00	\$4,500.00	\$4,500.00	\$19,680.00
f. Contractual	\$0.00	\$0.00	\$0.00	\$0.00
g. Construction	\$0.00	\$0.00	\$0.00	\$0.00
h. Other	\$3,400.00	\$2,700.00	\$2,700.00	\$8,800.00
i. Total Direct Charges	\$147,117.11	\$71,093.80	\$71,093.80	\$289,304.71
j. Indirect Charges	\$14,311.71	\$7,009.38	\$7,009.38	\$28,930.47
k. Grand Total	\$161,428.82	\$78,103.18	\$78,103.18	\$318,235.18

Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Start Date	End Date	Deliverable Due Date
1. Program Coordination	07/01/24	03/31/27	03/31/27
2. Program Implementation	10/01/24	03/31/27	03/31/27

Reporting:

The Subrecipient shall submit quarterly progress reports to PPBEP for review and approval. Quarterly progress reports will be due 20 days following the completion of the previous quarter in compliance with the schedule below.

Quarter	Quarterly Report Due Date
October 1 st – December 31 st	January 20 th
January 1 st – March 31 st	April 20 th
April 1 st – June 30 th	July 20 th
July 1 st – September 30 th	October 20 th

Attachment 2

PROGRESS REPORT FORM

Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Reporting Period:			
Project Title:			

Task #:

Progress for this reporting period:

Deliverable (% Completed and details):

Task #:

Progress for this reporting period:

Deliverable (% Completed and details):

Performance Measures: [If applicable, please indicate progress toward achieving performance measures using the template provided.]

Objective	Measure	Baseline	Target	Actual to Date	Explanation

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of Agreement No. XXXX and accurately reflects the activities associated with the project.

Signature of Grantee's Representative

Date

Print Name and Title

FINAL REPORT FORM

Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Project Title:			
Please submit any high-resolution photos related to the project (include photo credit for possible use by PPBEP for use in our e-newsletter, annual report, social media, or website) with your report as image files to info@ppbep.org .			

RESULTS: Describe the progress made toward the goals and objectives as stated in the subaward Work Plan.

IMPACT: Summarize the organization's key evaluation results related to the funded grant (number of people reached, samples taken, etc.):

SUCCESSSES AND CHALLENGES: Describe the significant successes and challenges the organization experienced related to the funded grant.

LESSONS LEARNED: Describe what the organization learned based upon the results, successes, and challenges reported. Address programmatic, evaluative, or organizational changes that will be made based upon these lessons learned.

Photos: Please provide a minimum of 5 photos from your reporting period. These photos can showcase outreach activities, project sites, program events, etc. Photos are to be sent as a separate attachment along with the report. **Photos must be at least 1280 x 720 pixels (HD).**

Performance Measures: [If applicable, please indicate progress toward achieving performance measures using the template provided.]

Objective	Measure	Baseline	Target	Actual to Date	Explanation

This report is submitted in accordance with the reporting requirements of Agreement No. XXXX and accurately reflects the activities associated with the project.

Signature of Grantee's Representative

Date



Data Management Plan Form

Project Title (required answer):

Name of the Project Lead (required answer):

PPBEP requires that the lead serve as the data steward.

Project Lead Contact Information (required answer):

Dataset Description(s) (required answer):

- What data will the dataset(s) contain?

This includes descriptive details on data types, inclusion of metadata, data format(s) and file extension types, collection times/date ranges, etc.

- What name(s), if any, will be designated to the dataset(s)?

Do you agree to release all raw data no later than 1 year after the end-date of the project or grant period?

Issues (required answer):

- Are there any legal, access, retention, etc. issues anticipated for the dataset?
- If yes, please explain.

Data Size:

- What will be the estimated size of the dataset?
Please report estimated number of MB, GB, TB, etc., collected.

Data Format:

- What format will the dataset utilize? (i.e., Excel file, model code, shapefiles, audio/video recording, etc.)

Ownership (required answer):

- Who will own the dataset, if not the Project Lead?

Post-Processing:

- What post-processing, QA/QC will this dataset undergo?
- Who will be responsible for performing this post-processing and QA/QC to prepare the dataset for its deposition into a repository?



Preservation Plan (required answer):

- What data repositories will be used to host the dataset?

- If none, how will the data be preserved?

Products:

- Will any information or data products be developed from this dataset?

- How will the related costs be supported?

- Which organization(s) will be producing these products?

Other Comments:

- Are there any additional comments related to the data that will result from your project?



SUBAWARD
between
THE NATURE CONSERVANCY (“TNC”)
and
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, INC. (“Awardee”)
(a U.S. Subrecipient)

Subaward Number: AL-2024-PPBEP-09.07.23-A108984
TNC Project ID: P115596
TNC Award ID: A108984
Subaward Start Date: October 1, 2023
Subaward Expiration Date: March 31, 2027
Subaward Amount: \$1,628,962
Awardee Indirect Rate Allowed: 10%
Awardee Match: NA
Awardee Unique Entity Identifier: W4XTAT4CFNP4
Federal Award Identification Number: NA23NMF4630056
Federal Award Date (signature date of authorized official): 08/01/23
Federal Award Amount: \$12,574,655
Federal Awarding Agency: Department of Commerce NOAA
Contact Information of Federal Award Official: Melanie Gange, melanie.gange@noaa.gov, 301-427-8664
Federal Award Indirect Cost Rate: 22.4%
CFDA Number and Name: 11.463, Habitat Conservation
FFATA Reportable: Yes
Research and Development (R&D): No

The TNC representatives for this project are:
for Project Manager/Technical Direction:
Judy Haner
Marine Programs Director
118 N Royal St, Suite 500
Mobile, AL 36602
jhaner@tnc.org
251-281-4022

TNC’s Grants Specialist for financial/administrative matters:
Susan Greehan
Lead Grant Specialist
20 Ashburton Place, Suite 400
Boston, MA 02108
sgreehan@tnc.org
617-532-8331

The Awardee's representatives for this project are:
for Project Manager/Technical Direction:
Matt Posner
Executive Director, Pensacola & Perdido Bays Estuary Program
226 South Palafox Place
Pensacola, FL 32502
850-595-0820

for financial/administrative matters:
Matt Posner
Executive Director, Pensacola & Perdido Bays Estuary Program
226 South Palafox Place
Pensacola, FL 32502
mjposner@ppbep.org

This Subaward (the “Agreement”) is being entered into by and between TNC and the Awardee, each of which is sometimes referred to in this Agreement as a “Party”, in order for Awardee to assist with the development and implementation of the living shoreline cost-share program and shoreline assessment data collection for the NOAA IJA Perdido Watershed Initiative (the “Project”) and agree as follows:

1. **Background and Prime Award.** TNC and NOAA (“**Prime Funder**”) entered into Cooperative Agreement number NA23NMF4630056 under which Prime Funder has made an award to TNC (the “**Prime Award**”). Under the terms of this Agreement, TNC subawards funds to Awardee for use in carrying out the Project. Although the funds to be provided to Awardee under this Agreement (the “**Subaward Funds**”) will come ultimately from Prime Funder, Awardee acknowledges that Prime Funder is not a Party to this Agreement, and shall have no obligations directly to Awardee under this Agreement. Notwithstanding the above, Awardee shall be subject to and shall comply with the terms and conditions contained in the Prime Award which are applicable to the Awardee, which are attached hereto as **Attachment E** and incorporated herein by reference.

2. **Subaward Term.** The term of this Agreement (the “**Subaward Term**”) shall begin on **October 1, 2023** (the “**Start Date**”) and shall expire on March 31, 2027 (the “**Expiration Date**”), unless the Subaward Term is extended or earlier terminated in accordance with this Agreement.

Unless otherwise stated, expenditures for costs incurred prior to the start date or after the expiration date will be disallowed.

3. **Subaward Amount and Budget.** TNC hereby subawards funds to Awardee, as follows:

- (a) Awardee shall receive an amount not to exceed \$1,628,962, to be paid out of the funds provided to TNC under the Prime Award, and to be disbursed in accordance with the budget which is attached hereto as **Attachment A** (the “**Budget**”), which is incorporated herein by this reference. TNC shall not be obligated to pay Awardee for any amounts not shown in the Budget.
- (b) Notwithstanding the above, the Awardee is authorized to reallocate funds between direct cost categories up to 10% of the total approved budget. Revisions in excess of this limit require prior written approval from TNC. TNC’s Project Manager and Grants Specialist for the Subaward must be informed in writing of all reallocations.
- (c) TNC shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to TNC under the Prime Award.
- (d) None of the Subaward Funds may be used as match to other U.S. Federal awards.
- (e) Any Subaward Funds not used during the Subaward Term shall be returned to TNC no later than **30** calendar days after the final financial report is submitted.

4. **Scope of Work.** Awardee shall work on the Project as described in the scope of work which is attached hereto as **Attachment B**.

5. **Reports.** Awardee shall immediately notify TNC of any financial or programmatic deviations from the scope of work set out in Attachment B. Awardee shall submit financial report(s) and performance report(s) as follows according to the Reporting Due Dates chart below:

REPORTING DUE DATES	
Interim Performance Reports	Due quarterly on September 30 , covering the period of June 16 through September 15. Due quarterly on December 31 , covering the period of September 16 through December 15 Due quarterly on March 31 , covering the period of December 16 through March 15. Due quarterly on June 30 , covering the period of March 16 through June 15 NOTE: The first quarterly report is due December 31, 2023, for October 1 through December 15.
Final Performance Report	Due not later than April 30, 2027 , covering the entire Subaward Term

Interim Financial Reports/Invoices	<p><u>Summary Report due quarterly on September 30</u>, covering the period of June 1 through August 30.</p> <p><u>Summary Report due quarterly on December 31</u>, covering the period of September 1 through November 30.</p> <p><u>Detailed Report due quarterly on March 31</u>, covering the period of December 1 through February 28.</p> <p><u>Detailed Report due quarterly on June 30</u>, covering the period of March 1 through May 31.</p> <p>NOTE: The first quarterly report is due December 31, 2023, for October 1 through December 15.</p>
Final Financial Report/Final Invoice	Due not later than April 30, 2027 , covering the entire Subaward Term
Copy of Annual Single Audit under Uniform Guidance	Due annually not later than 6 months after each fiscal year end

Reports shall include:

- (a) Interim Performance Reports to describe activities conducted for the reporting period using the Performance Report Form provided electronically as **Attachment C**. The Interim Performance Reports shall include, at a minimum:
- Narrative description of work completed during the reporting period.
 - Problems, delays, or adverse conditions that could materially impair meeting the objectives or timelines of the scope of work.
 - Favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.
- (b) Final Performance Report to describe the final outcome of the accomplishments using the Performance Report Form provided electronically as **Attachment C**.
- (c) Interim Financial Reports/Invoices on Funds Expended: Awardee shall use the report format provided electronically as **Attachment D**. Financial report requirements are as follows:
- i. Detailed Financial Report:

Requires submission of the approved report format (**Attachment D**) with signature of the Project Manager and a Financial Representative, plus

 - A financial report from the Awardee's accounting system showing revenue and expenditures for the Project, including:
 - time reports;
 - expenses of US \$500 or more (typically invoices/receipts, contracts); and
 - bank statements and bank reconciliations (if applicable).
 - ii. Summary Financial Report:
 - Requires submission of the approved report format (**Attachment D**) with signature of the Project Manager and the Financial Representative
- (d) Final Financial Report using report provided as **Attachment D**.
- iii. Final Financial Report requirements:
 - The final financial report must be so designated and submitted to TNC no later than 30 calendar days after expiration of the Subaward.
 - Requires submission of the Approved report format (**Attachment D**) with signature of the project manager and a finance representative, plus
 - A financial report from the Awardee's accounting system showing revenue and expenditures for the project
 - Final invoice/request for remaining expenses not yet paid to date.

All Performance Reports and supporting materials shall be submitted to TNC's Project Manager and Grants Specialist at the email addresses specified above.

All Financial Reports shall be signed by the Awardee's Project Manager and a Financial Representative and submitted to TNC's Project Manager and Grants Specialist at the email addresses above.

6. **Disbursements and Accounting**. The Awardee shall separately account for payments received under this Subaward in its accounting records. Disbursements shall be made to Awardee no more frequently than quarterly, based upon receipt of a complete and accurate Financial Report for the applicable period, **Attachment D** Awardee Financial Report and/or Awardee's standard invoice format. Payments will be sent to Awardee in the form of a check payable to Awardee. A completed W-9 must be submitted with the first request for payment to Awardee. Failure to provide information required by this Agreement may delay payment. Approval of any advance payment shall be made at the sole discretion of TNC.

7. **Award Administration**.

The Awardee agrees to comply with the following provisions:

- Both 2 CFR 200 ("Uniform Guidance") and the Prime Funder's implementation thereof found at 2 CFR 1327.01 are hereby incorporated by reference
- **Attachment E** Prime Award Provisions.

8. **Procurement Procedures**. Awardee shall use its own documented procurement procedures for the purchase of goods and services which must reflect applicable Country, State and/or local laws and regulations unless such procurement procedures conflict with the Uniform Guidance or the Prime Funder's implementation thereof, in which case Awardee shall follow the applicable Uniform Guidance or Prime Funder implementation requirements.

9. **Title to and Use of Equipment and Supplies** Except as otherwise provided in the Prime Award, title to any equipment and/or supplies purchased with Subaward Funds shall be held in the name of Awardee subject to the following: (a) TNC shall have a free, irrevocable license to use such equipment and/or supplies during the Subaward Term; and (b) the Prime Funder shall have a free, irrevocable license to use such equipment and/or supplies in accordance with the Prime Award or applicable law. The ultimate disposition of all such equipment and supplies shall be governed by the terms of the Prime Award and other applicable laws. Awardee shall work with TNC's Grant Specialist to determine appropriate disposition.

10. **Title to and Use of Work Products and Data**. Except to the extent otherwise provided in the Prime Award, title to any and all work product, including but not limited to reports, samples of any kind, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and any other items created, produced, or developed by Awardee using Subaward Funds, whether or not such work product constitutes intellectual property (collectively, along with all supporting data and material, the "Work Product") shall vest in Awardee. Awardee hereby grants to TNC and to Prime Funder an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate, sublicense or distribute all or any portion of the Work Product as TNC or the Prime Funder may deem appropriate from time to time in furthering their missions. Neither TNC nor Prime Funder shall be required to notify Awardee or obtain any form of permission or consent from Awardee to use the Work Product in accordance with this section. Awardee shall provide TNC with complete copies of the Work Product. Upon request by TNC, Awardee shall provide each Prime Funder with complete copies of the Work Product.

11. **Accounts, Audits and Records**. Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired using Subaward Funds (collectively "**Records**") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless such period is extended by TNC, the Records shall be maintained for a period of three years after the Final Financial Report is submitted by TNC to the Prime Funder, except that if applicable, Awardee shall maintain all Records for equipment purchased with Subaward Funds for three years after the final disposition of such equipment. Awardee shall provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by TNC and each Prime Funder, and their authorized representatives. Upon inspection, review or audit, if TNC disallows any costs claimed by Awardee related to this Agreement, Awardee shall be responsible for reimbursing TNC for any of those costs related to the work Awardee has performed.

If Awardee has a single audit performed in accordance with Uniform Guidance, the Awardee must electronically submit (within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period) to the Federal Audit Clearinghouse (FAC) the data collection form and the reporting package. The collection form must be obtained from the FAC webpage. The reporting package must include the Financial Statements and Schedule of Expenditures

of Federal awards, the summary schedule of prior audit findings, the auditors reports and a corrective action plan. If Awardee does not submit the form and package within the required timeframe, TNC will perform additional monitoring of the award.

12. **Safety Provisions**. Awardee agrees to comply with any and all safety provisions contained in the Prime Award.

13. **Announcements and Acknowledgments**. All public announcements or news stories, concerning the Project which Awardee may wish to release shall be subject to the prior approval of TNC, and shall (if TNC so requires) indicate the participation of TNC and the Prime Funder(s) in the funding of the Project.

In the event Awardee mentions the Project in any publications, scholarly articles, symposia, trade association events or other similar communications, Awardee agrees to acknowledge the support of TNC and each Prime Funder for the Project, as follows:

“This [report/video, etc.] was prepared by [Awardee name] using federal funds provided by the NOAA Restoration Center, U.S. Department of Commerce and The Nature Conservancy, under the terms of NOAA Agreement # NA23NMF4630056. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the position or the policy of NOAA, U.S. Department of Commerce or The Nature Conservancy, and no official endorsement should be inferred.”

14. **Conflict of Interest Determination**. Awardee certifies that the information which it has provided in the disclosure form concerning conflicts of interest which it provided to TNC (the “**Disclosure Form**”) is true and correct to the best of Awardee’s knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the Subaward Term, TNC may immediately terminate this Agreement and recover damages from Awardee resulting from the termination TNC shall be entitled to offset any amounts payable to Awardee against such damages. After determining and offsetting such damages, TNC shall pay Awardee for activities satisfactorily completed.

15. **Liability and Indemnification**. The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, and, to the extent allowed by law and expressly without any waiver of sovereign immunity which may be applicable to Awardee pursuant to Florida Statutes and the Constitution of the State of Florida, Awardee shall indemnify and defend TNC and each Prime Funder, and each of the officers, directors, employees, and agents of TNC and Prime Funder (in each case, an “Indemnified Party”) against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys’ fees and expenses, as well as costs of suit, which any Indemnified Party may incur as a result of or in connection with the Project, or which may cause TNC to be in default under the Prime Award.

16. **Insurance**. Throughout the Agreement Term, Awardee shall maintain the following insurance policies:

(a) **Liability Insurance**. Comprehensive commercial general liability insurance for all of its activities and those of its agents and employees, applying to personal injury, bodily injury, and property damage, and including broad form contractual liability coverage, with a combined single limit of liability of not less than \$2,000,000, which shall include coverage for contractual liability coverage specifically covering this Agreement.

(b) **Worker’s Compensation Insurance**. Worker’s compensation insurance for all of Awardee’s employees, in compliance with all applicable laws.

(c) **Vehicle Liability Insurance**. Comprehensive vehicle liability insurance for owned, non-owned, and hired vehicles, applying to personal injury, bodily injury and property damage, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

Upon request, Awardee shall name TNC and Prime Funder as an additional insured. Awardee shall also provide TNC and each Prime Funder with thirty (30) days written notice prior to cancellation, termination, alteration, or material change to such policy and shall provide TNC and Prime Funder assurances as to the timely acquisition of replacement insurance.

17. Non-Discrimination

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this Award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Awardee is encouraged to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees, subject to applicable law.

Awardee shall not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the Award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Awardee to target activities toward the assistance needs of certain populations as defined in the award.

The Awardee must insert this provision, including this paragraph, in all subawards and contracts under this Subaward.

18. Compliance with Applicable Laws, Jurisdiction and Venue Awardee agrees that it will use the Subaward Funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224. Additionally, the Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Agreement; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Alabama, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "**Applicable Law**"). The Awardee shall not take any actions that might cause TNC to be in violation of any of such Applicable Laws. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in a court in the State of Alabama with subject matter jurisdiction and that they are subject or will make themselves subject to personal jurisdiction in that court.

19. Lobbying with Federal Funds Certification

Awardee certifies, to the best of Awardee's knowledge and belief that:

(a) no U.S. Federal appropriated funds have been paid or will be paid by Awardee or on behalf of Awardee to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement; and

(b) if any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the underlying U.S. Federal award, Awardee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Awardee shall require that the language of this certification be included in the award documents for all subawards/subcontracts under this Agreement and that all Awardees shall certify and disclose accordingly.

Awardee shall not use any portion of the Subaward Funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code and related regulations.

20. Trafficking in Persons

(a) The Awardee and its sub-recipients under this Subaward (including the employees of each entity) may not—
(i) Engage in severe forms of trafficking in persons during the Subaward Term;

- (ii) Procure a commercial sex act during the Subaward Term; or
 - (iii) Use forced labor in the performance of the Subaward, or in any of Awardee's subawards.
- (b) TNC may unilaterally terminate this Subaward, without penalty, if Awardee or Awardee's subrecipient (or an employee of either entity) is determined by TNC to have violated this provision through:
 - (i) Conduct that is either associated with performance under this Subaward or
 - (ii) Conduct imputed to Awardee or Awardee's subrecipient.
- (c) Other Requirements.
 - (i) Awardee shall inform TNC immediately of any information received from any source alleging a violation of a prohibition in paragraph a.1 of this provision.
 - (ii) Awardee shall include the requirements of this provision in any subaward made under this Subaward.
- (d) Definitions. For purposes of this provision:
 - (i) "Employee" means either:
 - A. An individual employed by Awardee or a subrecipient who is engaged in the performance of the project or program under this Subaward; or
 - B. Another person engaged in the performance of the project or program under this Subaward and not compensated by Awardee, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) "Severe forms of trafficking in persons" means (a) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iv) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
 - (v) "Coercion" means (a) threats of serious harm to or physical restraint against any person; (b) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (c) the abuse or threatened abuse of the legal process.

21. Debarment and Suspension Ineligibility, and Voluntary Exclusion

- a. Awardee must not transact or conduct business under this Subaward with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from TNC. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the Awardee has any questions about listings in the system, these must be directed to TNC.
- b. The Awardee must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. TNC may disallow costs, annul or terminate the transaction, debar or suspend the Awardee, or take other remedies as appropriate, if the Awardee violates this provision. Although doing so is not automatic, TNC may terminate this Subaward if a Awardee or any of its principals meet any of the conditions listed in paragraph c. below.
- c. The Awardee must notify TNC immediately upon learning that it or any of its principals, at any time prior to or during the duration of this Subaward:
 - (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
 - (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
 - (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.
- d. Principal means—
 - (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

- (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
- (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
- e. The Awardee must include this provision in its entirety except for paragraphs c.(2)-(4) in any subawards or contracts entered into under this Subaward. Awardee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

22. Mandatory Disclosures

Awardee must disclose in a timely manner in writing to TNC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

Disclosures must be sent to:

The Nature Conservancy's Ethics and Compliance Office by e-mailing **compliance@tnc.org** or by contacting the Conservancy's Chief Ethics & Compliance Officer:

The Nature Conservancy

Attention: Chief Ethics & Compliance Officer

4245 N. Fairfax Drive

Arlington, VA 22203

23. Human Rights

Awardee shall comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Contractor. Furthermore, in performing the Services, the Contractor shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Contractor represents and warrants that neither Contractor nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights.

24. Code of Conduct; Helpline

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

25. Miscellaneous Provisions.

(a) Use of Names/Logos. Neither Party shall use the name or logo of the other Party or of any Prime Funder in any way without prior written consent from the owner of that name or logo.

(b) Assignment. None of the rights or obligations of Awardee under this Agreement may be assigned or delegated by Awardee in whole or in part without the prior written consent of TNC. Except to the extent set forth in the approved scope of work and the Budget, Awardee may not subcontract or subaward any portion of the Project without the prior written consent of TNC. If subcontracting/subawarding is permitted, Awardee shall consult with the TNC Grants Specialist listed above in this Agreement to determine which provisions of this Agreement and/or the Prime Award, must be included in the subcontract/subaward, and the proper method of their inclusion.

(c) Termination.

This Agreement may be terminated prior to the expiration of the Subaward Term under the following conditions:

- (i) If the Prime Funder terminates the Prime Award, this Agreement shall be terminated automatically as of the termination date of the Prime Award. TNC shall notify Awardee of such termination as soon as is reasonably practicable.
- (ii) TNC shall have the right to terminate this Agreement without cause by giving Awardee 30 days' written notice.

- (iii) If, in the judgment of TNC, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, TNC may immediately terminate this Agreement by written notice to Awardee.

In the event of any early termination of this Agreement, Awardee shall take all necessary action to cancel outstanding commitments relating to the work which was to be paid from Subaward Funds. If TNC terminates this Agreement as the result of Awardee's breach of this Agreement, TNC may recover damages resulting from such breach and/or the termination of this Agreement. Subject to receiving payment from Prime Funder, TNC shall pay any obligations which were reasonably incurred by Awardee in accordance with this Agreement prior to the effective date of termination; however, TNC may offset any damages incurred against such payment.

(d) No Agency. No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.

(e) Notices. All notices and demands of any kind which may be required in connection with this Agreement shall be in writing, and shall be served personally, by registered or certified mail, return receipt requested or by electronic mail with "read receipt" to the representatives of each Party noted on Page 1 of this Subaward (except for notices required under Section 20. If the names, titles, or addresses of such representatives change for any reason, each Party shall notify the other immediately of such change and provide updated contact information.

(f) Due Diligence TNC may request copies of documents to ensure that Awardee meets TNC's criteria for this Agreement and that Awardee meets appropriate standards of capacity and financial accountability.

(g) Agreement. The terms of this Agreement, including any attachments hereto, are intended by the Parties as a final expression of their agreement and constitute the complete and exclusive statement of its terms. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

(h) Precedence. In the event of any contradiction between or among the terms of this Agreement, the Prime Award, or any applicable law, the contradiction shall be resolved by giving precedence to the terms of the following, in the following order:

- (i) The applicable law, including Uniform Guidance
- (ii) The Prime Funder's implementation of the Uniform Guidance at 2 CFR 1327.01;
- (iii) The Prime Award;
- (iv) This Agreement.

25. Closeout: Awardee will be notified and instructed by TNC if they must complete any additional forms for closeout of this Subaward.

result of Awardee's breach of this Agreement, TNC may recover damages resulting from such breach and/or the termination of this Agreement. Subject to receiving payment from Prime Funder, TNC shall pay any obligations which were reasonably incurred by Awardee in accordance with this Agreement prior to the effective date of termination; however, TNC may offset any damages incurred against such payment.

(d) No Agency. No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.

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(f) Due Diligence TNC may request copies of documents to ensure that Awardee meets TNC's criteria for this Agreement and that Awardee meets appropriate standards of capacity and financial accountability.

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- (i) The applicable law, including Uniform Guidance
- (ii) The Prime Funder's implementation of the Uniform Guidance at 2 CFR 1327.01;
- (iii) The Prime Award;
- (iv) This Agreement.


25. Closeout: Awardee will be notified and instructed by TNC if they must complete any additional forms for closeout of this Subaward.

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

The Nature Conservancy,
a District of Columbia non-profit corporation

By: 
(signature)
Name: Mitchell Reid
Title: Alabama State Director
Date: 10/12/2023

Pensacola and Perdido Bays Estuary Program, Inc., a
Florida not for profit corporation

By: 
(signature)
Name: Woody Speed
Title: Chairman BOD
Date: 9/28/2023

List of Attachments

- Attachment A: Budget
- Attachment B: Scope of Work

Attachment A
Budget

BUDGET CATEGORY	COST
Personnel and Benefits	<i>\$415,125</i>
Supplies	<i>\$445,600</i>
Other	<i>\$620,150</i>
Total Direct Charges	<i>\$1,480,875</i>
Indirect (Federal de minimus – 10%)	<i>\$148,087</i>
TOTAL BUDGET	<i>\$1,628,962</i>

Personnel & Benefits

	Year 1	Year 2	Year 3	Total
Personnel	\$ 102,500.00	\$ 102,500.00	\$ 102,500.00	\$ 307,500.00
Senior Scientist (0.25 FTE)	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00
Outreach Coordinator (0.25 FTE)	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 41,250.00
Environmental Scientist (0.25 FTE)	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 41,250.00
Project Coordinator (1.0 FTE)	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 165,000.00
Fringe Benefits	\$ 35,875.00	\$ 35,875.00	\$ 35,875.00	\$ 107,625.00
Senior Scientist (0.25 FTE)	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 21,000.00
Outreach Coordinator (0.25 FTE)	\$ 4,812.50	\$ 4,812.50	\$ 4,812.50	\$ 14,437.50
Environmental Scientist (0.25 FTE)	\$ 4,812.50	\$ 4,812.50	\$ 4,812.50	\$ 14,437.50
Project Coordinator (1.0 FTE)	\$ 19,250.00	\$ 19,250.00	\$ 19,250.00	\$ 57,750.00

Four positions are budgeted.

The Senior Scientist (Whitney Scheffel) will provide approximately 520 hours per year for the duration of the project to assist with design review, field work, data collection, and analysis.

The Community Outreach Coordinator (Logan McDonald) will provide approximately 520 hours per year for the duration of the project to assist with community engagement.

The Environmental Scientist (Haley Gancel) will provide approximately 520 hours per year for the duration of the project to assist with design review, field work, data collection, and analysis.

The Project Coordinator (to be determined) will provide approximately 1,040 hours per year for the duration of the project to coordinate the living shoreline cost share program, assist with contract review, and assist with field work.

The Pensacola and Perdido Bays Estuary Program uses a 35% fringe rate for full-time personnel, which includes FICA, Medicare tax, unemployment insurance, health insurance, life insurance, short and long-term disability insurance, and retirement contributions.

Total Personnel and Benefits costs: \$415,125

Supplies

	Year 1	Year 2	Year 3	Total
Supplies	\$ 15,200.00	\$ 215,200.00	\$ 215,200.00	\$ 445,600.00
Field Supplies	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 9,600.00
Outreach Materials	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 36,000.00
Living Shoreline Cost Share – Plants (plants/year)	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 120,000.00
Living Shoreline Cost Share – Breakwater Materials (oyster shell and rock) (tons/year)	\$ -	\$ 140,000.00	\$ 140,000.00	\$ 280,000.00

Supplies associated with the Scope of Work as described in Attachment B are as follows: field supplies include fuel for the work/research vessel and truck; office supplies include the purchase of a laptop and monitor for the new Project Coordinator position, communication, and printing costs; and outreach materials for promotion of the Living Shoreline Cost Share Program includes production costs of printed materials, website development, and digital media outreach.

Living Shoreline Cost Share Program supplies include: Plant costs are estimated at \$1/plant for 120,000 plants for a total of \$120,000. PPBEP will pay the City of Orange Beach for plant propagation. Living shoreline material costs are estimated at \$90/ton for approximately 3,110 tons for a total of \$280,000. Supplies cost estimates are based on recently completed costs for projects located within the Perdido Bay area. Rates are subject to change based on market price.

Total Supplies costs: \$445,600

Other

Other	\$ 180,546.00	\$ 280,218.00	\$ 159,386.00	\$ 620,150.00
City of Orange Beach Subaward	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
OysterCorps Subaward (Living Shoreline Cost Share)	\$ -	\$ 220,000.00	\$ 100,000.00	\$ 320,000.00
Troy University Subaward	\$ 80,546.00	\$ 60,218.00	\$ 59,386.00	\$ 200,150.00

Three subawards are budgeted.

City of Orange Beach: PPBEP will subaward \$100,000 to the City of Orange Beach to construct and operate a greenhouse facility on City property to grow saltmarsh plants to be used in the Living Shoreline Cost Share Program.

OysterCorps: PPBEP will subaward \$320,000 to OysterCorps (hosted by Franklin's Promise Coalition) to provide labor for construction of living shoreline projects identified through the Living Shoreline Cost Share Program. Franklin's Promise is a registered 501(c)3 non-profit and administers the OysterCorps program. OysterCorps serves as a workforce development program, training, and employing young adults to work on restoration projects.

Troy University: PPBEP will subaward \$200,150 to Troy University (Troy). Troy will provide ecological and geospatial assistance for Living Shoreline Suitability Modeling (LSSM), shoreline protection recommendations, design and development of an online Geospatial viewer and mobile GIS App, assist with workshops and outreach events, and coastal monitoring and erosion-rate calculation needed for the Living Shoreline Cost Share Program.

Total Other costs: 620,150

Indirect Costs

The Pensacola and Perdido Bays Estuary Program, Inc. elects to use the federal indirect de minimis rate of 10%.

Total Indirect Cost: \$148,087

Total Budget

The total budget for the performance of the work described in Attachment B Scope of Work is \$1,628,962. Allocation of all activities for Year 1 being \$367,533, Year 2 being \$697,172, and Year 3 being \$564,257, respectively.

Attachment B Scope of Work

For the Perdido Watershed Habitat and Community Resilience Initiative, the Pensacola and Perdido Bays Estuary Program (PPBEP) will implement the following tasks within the project area in Figure 1 below (watershed coverage area).

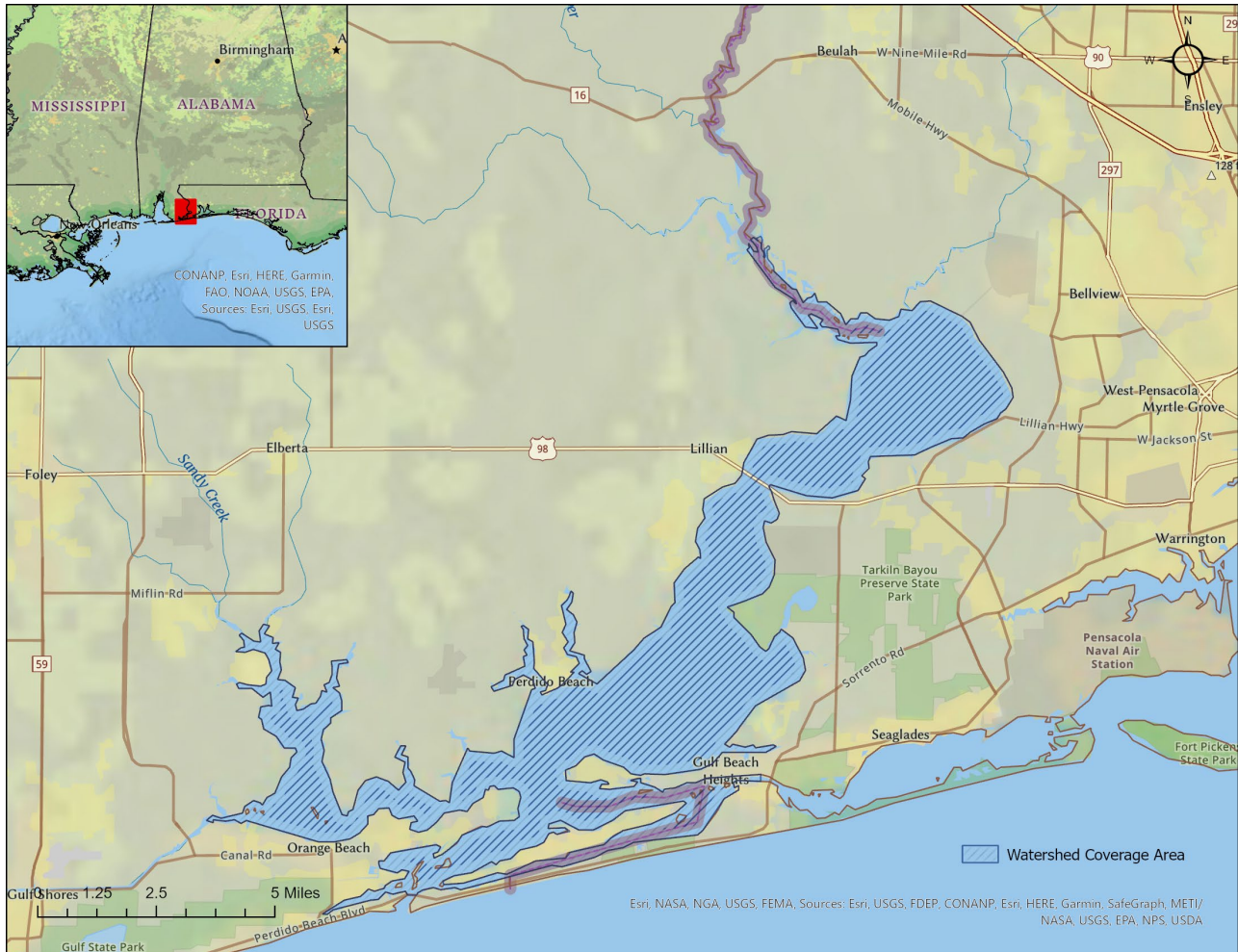


Figure 1. Project location and watershed coverage area for all project activities.

Task 1: Living Shoreline Cost Share Program

The Living Shoreline Cost Share Program will be administered by PPBEP with the support of Mississippi State University (MSU), Troy, and University of South Alabama. Specific activities include developing and disseminating an application form for private property owners interested in living shorelines and the Program, evaluating the feasibility of each potential project through site visits and collection of site assessment data. Each site that is determined to be feasible for a living shoreline project will receive a site assessment and design recommendation. If the property owner wishes to proceed with the Program, an agreement between PPBEP and the property owner will be executed prior to proceeding with design and permitting. After agreement execution, staff will assist with design and permitting coordination, project materials (i.e., plants, rocks, shell, etc.), and up to fifty percent of the cost of construction labor. Considerations or adaptation of the Program for financially constrained and underserved participants will be included. PPBEP will work with the property owners to monitor the performance of the project for a minimum of one-year post-construction. While restoration targets are highly variable and dependent on individual property owners needs and site conditions, PPBEP is targeting a minimum enrollment of ten property owners protecting 2,000 linear feet of shoreline (using an average of 200-ft wide lots). A condition of the agreement between PPBEP and the property owner will be that their shoreline can be used as a demonstration site. Presence of demonstration sites throughout the watershed will likely lead to more property owners being interested in these shoreline protection options.

The Living Shoreline Cost Share Program will cover the cost of design, construction materials (including plants, rock, and/or oyster shell), and up to fifty percent of construction labor. Three subawards are included within Task 1. PPBEP will engage partner organization, Oyster Corps, to construct living shorelines on participating properties. Landowners will be responsible for permitting fees and a minimum of fifty percent of the cost of construction labor. The City of Orange Beach will build a greenhouse facility to grow vegetation for use in the Living Shoreline Cost Share Program. Troy University will be engaged to update the LSSM.

Project milestones are included in the table below.

Project Timeline and milestones/deliverables by component—Living Shoreline Cost Share Program																			
Goal: To incentivize NBS and implement recommendations identified in the LSSM and shoreline assessments for waterfront landowners																			
Project Milestone	Task Lead	2023			2024				2025				2026				2027		Deliverables/Performance Metrics
		Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
Public Meetings & Outreach	PPBEP/MSU/TNC		X		X		X		X		X		X		X		X		# Meetings, # underrepresented groups, # attendees
Develop & Disseminating Application Form	PPBEP/MSU/TNC	X	X	X	X	X													Approved application form, # reached, # completed applications
Develop Cost-Share Incentives & Launch Program	PPBEP	X	X	X	X	X	X	X											10 enrollments and/or 2,000 linear feet of shoreline included
Greenhouse Construction	COB/PPBEP		X	X															Constructed greenhouse
Site Assessments (Pre-monitoring)	PPBEP/MSU		X	X	X	X	X	X	X	X	X								# Site assessments performed
Integrate LSSM Data	TROY/PPBEP				X	X	X	X	X	X	X	X				X		X	Areas identified in SUNS and cost-share, data uploaded annually after LSSM updates
Complete Design Recommendations**	PPBEP		X	X	X	X	X	X	X	X	X								# Complete design recommendations
Permitting Coordination-AL & FL**	PPBEP/TNC			X	X	X	X	X	X	X	X								General LS permits in each state for each landowner
Landowner Agreements, Construction	PPBEP				X	X	X	X	X	X	X	X	X	X	X				# Agreements, # constructed projects
Post-construction Monitoring	PPBEP												X	X	X	X	X	X	Ongoing monitoring

*Quarters are based on calendar year: Q1=Jan-Mar; Q2=Apr-Jun; Q3=Jul-Sep; Q4=Oct-Dec

**Coordinate with NOAA

Task 2: Bronson Field Living Shoreline Design

PPBEP will help oversee design, permitting, and community engagement for the Bronson Field Living Shoreline Project. The Bronson Field site includes completing designs for: 1) ~1-mile hydrologic reconnection of Bronson Field to Tarkiln Bayou; 2) ~1.5 miles of shoreline protection efforts and 10 acres of estuarine habitat creation; and 3) enhanced managed access to natural resources onsite. Bronson Field, now known as Blue Angel Recreation Park, is owned by the US Navy and maintained by Naval Air Station Pensacola's Morale, Welfare, and Recreation team. Historically, Bronson Field was constructed as a Navy outlying landing field for pilot training beginning in the 1940s during the height of WWII. While training operations ended decades ago, the old seaplane ramps and tarmac resulted in a completely hardened shoreline for approximately a half-mile on Perdido Bay. Additionally, onsite wetlands were drained in the 1940s through the construction of a drainage ditch to Perdido Bay, disrupting the natural hydrologic regime that historically flowed south to Tarkiln Bayou. Now, the site is used recreationally by active-duty service members, retirees, authorized civilians, and their families and guests.

This project will produce a shovel-ready design to help restore the natural hydrologic regime and sheetflow from Bronson Field to Tarkiln Bayou, a critical need identified in Tarkiln Bayou Preserve State Park's 2016 Unit Management Plan. Project designs will also result in the removal of an approximately half-mile hardened shoreline and replaced with a living shoreline, comprised of offshore breakwaters and marsh platforms, serving a dual purpose of shoreline protection and stabilization and aquatic habitat creation.

Project Timeline and milestones/deliverables by component--Lillian Swamp and Bronson Field																			
Goal: To design shoreline restoration and habitat improvements to improve resilience of Lillian Swamp and Bronson Field																			
Project Milestone	Task Lead	2023			2024				2025				2026				2027		Deliverables/Performance Metrics
		Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
Secure Firm, Complete Modelling and Sediment Studies	TNC		X	X	X	X	X												Hydrodynamic model, sediment transport studies
Secure Engineering Firm(s) for Lillian & Bronson Designs	TNC/ PPBEP						X	X											Contract(s) executed
Develop Restoration Alternatives**	TNC/ PPBEP/ Contractor					X	X												Description of potential restoration alternatives
Develop 30% Designs**	Contractor							X	X										30% Designs released to stakeholders
Permitting/Compliance (Cultural Resources, etc)**	TNC/ PPBEP/ Contractor								X	X									Permit; cultural resource survey if necessary; landowner agreements
Final Designs**	Contractor										X	X	X	X	X				100% designs approved
Baseline Monitoring	DISL													X	X	X	X		Monitoring report: structural, biological
Outreach	PPBEP						X			X				X				X	# Community/Committee meetings, # attendees

*Quarters are based on calendar year: Q1=Jan-Mar; Q2=Apr-Jun; Q3=Jul-Sep; Q4=Oct-Dec

**Coordinate with NOAA

Task 3: Project Coordination, Technical, and Outreach Support

Beyond the primary tasks of overseeing implementation of the Living Shoreline Cost Share Program and design of the Bronson Field Living Shoreline Project, PPBEP will also provide the following support to the project:

- Participation in project team meetings
- Review of engineering and design drawings, and permit applications
- Consultation on habitat restoration targets and restoration placement
- Education, outreach, and volunteer support
- Project monitoring and data review

Attachment C
Performance Report Format

Subaward Number:

Reporting Period Covered:

Project Manager:

This report can be as brief as one page as long as you can provide the requested information. Please include the following information:

- Compare actual accomplishments to the objectives;
- Set out the reasons why goals were not met, if appropriate;
- Analyze and explain cost overruns or high unit costs; and
- Provide information of significant developments

The items listed below should be addressed as appropriate:

1. What work was accomplished for this reporting period? Report should quantify results as measurable products, i.e. numbers, acres, contacts, improvements in water quality, habitat, etc.
2. If a problem was encountered, what action was taken to correct it?
3. What work is projected for the new reporting period?
4. Is the project work on schedule?
5. Does the project funding rate support the work progress? Report as percent spent of budgeted amounts.
6. Is there a change in principal investigator?
7. Will the project take longer than the approved project period? If so, have you formally requested an amendment in writing?
8. Please list hours worked on this project for the reporting term.

Please reference the Subaward project number on your report and on all correspondence.

Attachment D
Approved Financial Reporting Form

FORM A - CONSOLIDATED FINANCIAL REPORT						
NAME OF ORGANIZATION :				COUNTRY:		
PROJECT NAME:				SITE:		
REPORT PERIOD:				SUBAWARD #:		
Prior period adjustments require a detailed explanation in the notes section provided below.						
Fill in the yellow shaded areas only.						
TNC-FUNDED EXPENSES						
C A T E G O R I E S	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL					-	-
B. FRINGE BENEFITS					-	-
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL					-	-
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	-	-	-	-	-	-
J. INDIRECT COSTS					-	-
K. TOTALS	-	-	-	-	-	-
PERCENTAGE OF BUDGET SPENT					#DIV/0!	
Explanation of Prior Period Adjustments:						
NAME AND TITLE - PROJECT COORDINATOR						
NAME AND TITLE - FINANCE DIRECTOR						
SIGNATURE - PROJECT COORDINATOR						
SIGNATURE - FINANCE DIRECTOR						
DATE OF SIGNATURE						
DATE OF SIGNATURE						

Attachment E
Prime Award Provisions for TNC Subawards

Awardee must comply with the following laws, regulations, orders and standard terms and conditions:

1. Administrative Standard Award Conditions for NOAA Financial Assistance Awards U.S. Department of Commerce, Article III Scientific Integrity:

A. General Guidelines

1. **Maintaining Integrity.** The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
2. **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
4. **Primary Responsibility.** The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
5. By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
6. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. **Initiating Investigation.** If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:
 - a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. **Finalizing Investigation.** When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

2. Administrative Standard Award Conditions for NOAA Financial Assistance Awards U.S. Department of Commerce, Article IV Data Sharing Directive:

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later

than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>

3. Department of Commerce Financial Assistance Standard Terms and Conditions – November 12 2020

This document (available at [DOC Standard Terms and Conditions - 12 November 2020 PDF_0.pdf \(commerce.gov\)](#)) sets out the standard terms and conditions applicable to this U.S. Department of Commerce financial assistance award. A non-Federal entity receiving a Department of Commerce financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable provisions of these Standard Terms.

4. Special Award Conditions, NA23NMF4630056, Item 2) Part 1 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure 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 for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; 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 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.

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://www.nist.gov/mep/supplier-scouting>.

5. Special Award Conditions, NA23NMF4630056, Item 3) Part 2 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

WAIVERS

When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements.

- 1) When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that:
 - a. applying the domestic content procurement preference would be inconsistent with the public interest;
 - b. 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; or
 - c. 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.

A request to waive the application of the domestic content procurement preference must be in writing. DOC 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 at [whitehouse.gov/omb/management/made-in-america](https://www.whitehouse.gov/omb/management/made-in-america).

DEFINITIONS

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives²—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

--

1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

2 IIJA, § 70917(c)(1).

6. Special Award Conditions, NA23NMF4630056, Item 5) Implementation of Domestic Sourcing Requirements

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.

7. Special Award Conditions, NA23NMF4630056, Item 6) Signs

The recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to NOAA that identifies the project and indicates that the project is Federally funded by the Bi-Partisan Infrastructure Law, and/or the Inflation Reduction Act (IRA). NOAA may require that the recipient maintain a permanent plaque or sign at the project site with the same or similar information. The temporary and permanent proposed signage implementation plans must be submitted to and approved by NOAA prior to installation.

8. Special Award Conditions, NA23NMF4630056, Item 7) Post Award NEPA Review Process

By accepting this award, the Recipient agrees to assist and cooperate with NOAA Fisheries in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. For purposes of NEPA compliance, Phase 1 of the project includes planning, design, engineering and permitting, including minimally intrusive field activities, archaeological studies, plant and animal surveys, geotechnical evaluations, water level and elevation surveys, habitat assessments and characterization, and other minor field data collection required to complete construction designs and obtain permits. The activities for which work can proceed (as described above) will have no significant individual or cumulative adverse effects on the environment. The Recipient will not expend any funds for Phase 2 project implementation which includes project implementation until impacts have been assessed, and NEPA compliance documentation has been completed by NOAA. At this time, \$7,800,000 of the total award funds are available to the Recipient to complete Phase 1 tasks outlined above that have no adverse impacts on the environment. The remaining award funds will be available after the NOAA Program Officer provides NEPA clearance by confirming in Grants Online that this award condition has been satisfied.

9. Special Award Conditions, NA23NMF4630056, Item 8) Cooperative Agreement

This award is a cooperative agreement as described in 2 C.F.R. Sec. 200.1, meaning that NOAA is "substantially involved" in the project. NOAA Fisheries' participation will be crucial to ensuring the timely implementation of the most beneficial habitat restoration project. NOAA may participate in one or more of the following ways:

--collaboration on the scope of work through participation in meetings and review of documents;

- providing assistance with technical aspects of the habitat restoration project such as assistance with permitting or development of detailed work plans and monitoring plans;
- review and comment on design plans at the beginning of the award, at various stages throughout any portion of the design process that occurs during the award (e.g. conceptual, 30%, 60%, and 90% completion), and at the final completion stage;
- review of procurement materials to the extent authorized by 2 C.F.R. Sec. 200.325;
- tracking the progression of the restoration from planning through implementation and post-construction monitoring, with particular emphasis on tracking Recipient achievement of targets for major milestones and performance metrics and sharing results;
- other involvement consistent with Office of Management and Budget Guidance on Substantial Involvement. See 43 Federal Register 36860 (Aug. 18, 1978).

10. Special Award Conditions, NA23NMF4630056, Item 11) Project Milestones

To ensure adequate and timely progress towards project completion, NOAA and the Recipient have cooperatively identified several milestones as outlined in the proposal narrative for each component project. Project progress will be evaluated throughout the award with particular emphasis on meeting these milestones. NOAA reserves the right to pursue enforcement action for the award under 2 C.F.R. 200.339-.343 at any time throughout the award period should NOAA determine that a Recipient is not meeting project milestones as outlined in the application submitted to the NOAA Grants Management Division for funding.

11. Special Award Conditions, NA23NMF4630056, Item 12) Changes to Scope of Work

By accepting this award, the Recipient agrees to assist and cooperate with NOAA Fisheries in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. Recipients who plan any changes to the activities described in the award documentation approved by NOAA should contact their Federal Program Officer at least 90 days in advance of any changes, so that NOAA can confirm that all environmental compliance review is complete, and all documentation is in place. Other requirements related to changes in the Scope of Work are contained in the NOAA Standard Terms and Conditions.

12. Special Award Conditions, NA23NMF4630056, Item 13) Monitoring

To evaluate project implementation quality and effectiveness, and learn from your restoration project(s), recipients will execute appropriate project monitoring with guidance from NOAA. As your project proceeds, NOAA's substantial involvement will include further coordination to execute implementation and basic effectiveness monitoring, and potentially more detailed effectiveness monitoring, if applicable. The grantee will collaborate with NOAA to identify monitoring elements such as parameters, methods, sampling duration and frequency, and post-implementation targets. NOAA's involvement will also include ongoing coordination on data management, analyses, and dissemination of results (see below). The grantee will develop a data/information sharing plan, and submit appropriate monitoring information with progress reports, as well as at other appropriate times. Templates for the data/information sharing plan and other monitoring related guidance are provided at <https://www.fisheries.noaa.gov/national/habitat-conservation/monitoring-and-evaluation-restoration-projects>.

13. Special Award Conditions, NA23NMF4630056, Item 14) Outreach and Communications

Department of Commerce Financial Assistance Standard Term and Condition k.03.i. is supplemented as follows consistent with NOAA's collaboration on this project. The Recipient will coordinate with NOAA on outreach plans, events, products, and media coverage associated with the project. Please coordinate with the Federal Program Officer listed under the Contact Information award condition. Grantees will provide copies of final outreach products, website mentions, press materials, photos, etc. via the standard progress reports to NOAA, or when available throughout the award period. Grantees will provide NOAA with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by NOAA. Further outreach and communications guidance on can be found at: <http://www.habitat.noaa.gov/funding/applicantresources.html> under 'Outreach Resources.'

14. Special Award Conditions, NA23NMF4630056, Item 15) Acknowledgement of Project Contributors

The Recipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition k.03.i.

15. Special Award Conditions, NA23NMF4630056, Item 16) Project Safety

The Recipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Recipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.

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.

16. Special Award Conditions, NA23NMF4630056, Item 17) Compliance with Applicable Laws, Obtaining Permits, and Consultation Requirements

The Recipient is required to comply with national policy requirements consistent with 2 C.F.R. Sec. 200.300 and Department of Commerce Financial Assistance Standard Terms and Conditions, Section K. The Recipient will ensure that implementation of the project will meet all Federal laws and regulations by obtaining all Federal, state, and local permits and consultations applicable to the project prior to expenditure of award funds for those activities requiring permits and consultations. This includes, but is not restricted to, consultations required under the Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat), National Historic Preservation Act, and Coastal Zone Management Act. The Recipient will be cognizant of all conditions and restrictions required by their permits and consultations, and will immediately halt activities and contact their NOAA Technical Monitor if events occur that threaten to violate the conditions or restrictions required by their permits and consultations.

17. Special Award Conditions, NA23NMF4630056, Item 18) Verification of Permits and Consultations

Verification of permits and regulatory compliance related to this project must be presented to the NOAA Technical Monitor prior to project implementation. The Recipient should provide a list of Federal, tribal, state, and local permits acquired for this project by email or letter to the NOAA Technical Monitor.

18. Special Award Conditions, NA23NMF4630056, Item 19) Project Files

The Recipient must maintain project files for all restoration activities taking place under this agreement consistent with 2 C.F.R. Sec. 200.333. These files must contain, at a minimum, project work plans and copies of all federal and state permits/consultations associated with project implementation.

Attachment F

Disclosure Form – The Nature Conservancy

CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION

Name of individual or organization entering into transaction with TNC:	
Legal identity of individual or organization* entering into transaction with TNC (select one):	<input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Organization <input type="checkbox"/> Non-Profit Organization
<small>**"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</small>	
Type of Transaction (select one):	<input type="checkbox"/> Contract for Services <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Purchase Order <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Real Estate Transaction <input type="checkbox"/> Other
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	

STEP 2: DEFINITIONS & QUESTIONS (Complete only the section relevant to your organization)

- (1) **TNC Key Employees and Board of Directors:** Please refer to the attached list of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).
- (2) **TNC Trustee:** Individuals serving as a Trustee or Advisor to TNC.
- (3) **Substantial Contributors:** Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.
- (4) **Family Members and Close Relatives:** Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.

SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):

a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than 35% of the stock or value of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member): <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? <ul style="list-style-type: none"> • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation). 		
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity: <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		

STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)**STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES**

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title <i>(if for an organization):</i>	
Address:	
Date of Signature:	

TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors of TNC or one of its U.S. Related Entities.

List Current as of June 21, 2023

<u>Current Key Employees/ Officers</u>	<u>Former Key Employees/ Officers</u>	<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Matt Arnold Nathalie Augustin David Banks Matt Brown Jan Glendening Tom Neises Bola Olusanya Michael Sweeney Leonard Williams	James Asp Hans Birle William Ginn Wisla Heneghan Brian McPeck Hugh Possingham Heather Tallis	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Jennifer Morris Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Anna Skoglund Kent J. Thiry Kevin Weil Ying Wu	Shona L. Brown Gretchen C. Daily Laurence Fink Joseph H. Gleberman Andrew Liveris Jane Lubchenco Jack Ma Claudia Madrazo Craig McCaw Thomas J. Meredith Ana M. Parma Stephen Polasky Rajiv Shah Mark Tercek Thomas J. Tierney Moses Tsang Frances A. Ulmer Margaret C. Whitman

U.S. [Related Entity](#) Covered Persons

BIN = Blue Investments in Nature; CF&R – Conservation Farms & Ranches

<u>Current Key Employees/ Officers</u>	<u>Former Key Employees/ Officers</u>	<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Leah Carriere (BIN) Jerred Dixon (CF&R) Ankith Patel (CF&R) Teela Pejsa (CF&R) Angela Ortegon (CF&R)	Stephen Valdes-Robles (BIN) Felicity Fyfe (CF&R)	Svetoslav Gatchev (BIN) Melissa Garvey (BIN) Jeffery Schutes (BIN) Jason Pelletier (CF&R) Ann Marie Nemanich (CF&R) Mark Kramer (CF&R) Rodd Kelsey (CF&R) Scott Morrison (CF&R) Susan North (CF&R) Sandi Matsumoto (CF&R)	Charlotte Kaiser (BIN) Diane Miller (BIN) Michael McFadden (CF&R)

Other TNC [Related Entity](#) Covered Persons (If applicable)

<u>Key Employees (members of Related Entity leadership team):</u>	<u>Current Fiduciary Board Members, if applicable:</u>

Attachment G
FFATA REPORTING FORM

Prime Grant Recipients awarded a new U.S. Federal grant greater than or equal to \$25,000 as of October 1, 2010 are subject to the U.S. Federal Funding Accountability and Transparency Act (FFATA) subaward reporting requirements as outlined in the Office of Management and Budget's guidance issued August 27, 2010.

To assist The Nature Conservancy (TNC) in complying with this regulation, we request that all entities that will be involved in a proposed subaward with TNC complete this form. Submit the completed form to **the Grants Specialist identified on page 1**.

If your organization does not already have a Data Universal Numbering System (DUNS) number (Section II.B.1), you will need to go to the U.S. Central Contractor Registration site: <https://www.bpn.gov/ccr/default.aspx> and click on the quick link to "request DUNS number". The registration is free and available to all businesses required to register with the U.S. Federal government for contracts or grants.

I. PRIME AWARD INFORMATION *(to be completed by TNC staff)*

1. FEDERAL AWARD IDENTIFIER NUMBER (FAIN)	NA23NMF4630056
2. FEDERAL AGENCY NAME	NOAA
3. PRINCIPAL PLACE OF PERFORMANCE	Baldwin County, Alabama
4. CFDA NUMBER	11.463, Habitat Conservation
5. AWARD TITLE	Perdido Watershed Initiative
6. TOTAL FEDERAL FUNDING AMOUNT	\$12,574,655
7. DATE AWARD SIGNED	8/1/23

II.A. SUBAWARD INFORMATION *(to be completed by TNC staff)*

1. SUBAWARD ORGANIZATION NAME	Pensacola and Perdido Bays Estuary Program
2. SUBAWARD NUMBER	AL-2024-PPBEP-09.07.23-A108984
3. AMOUNT OF SUBAWARD – federal portion only	\$1,628,962
4. DATE SUBAWARD SIGNED	
5. SUBAWARD PROJECT DESCRIPTION	

B. SUBAWARDEE INFORMATION *(to be completed by subawardee staff)*

1. DUNS NUMBER	
2. ORGANIZATION NAME	
3. "DOING-BUSINESS-AS" (DBA) NAME (if applicable)	
4. SUBAWARDEE PARENT DUNS # (if applicable)	
5. ADDRESS	
Street Address (1)	
Street Address (2)	
Street Address (3)	
City	
State	
Country	
Zip+4 (n/a for non-U.S. locations)	
6. SUBAWARD PRINCIPAL PLACE OF PERFORMANCE	
City (or County)	

State	
Country	
Zip+4 (n/a for non-U.S. locations)	

C. COMPENSATION DATA - THRESHOLD QUESTIONS *(to be completed by subawardee staff):*

	Yes	No
1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		
2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports (e.g., Form 990) filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?		

D. COMPENSATION DATA *(to be completed by subawardee staff)*

If you answered Yes to Question C.1. and No to Question C.2., please provide the names and total compensation of the top five highly compensated officials of your organization. Total compensation is defined at 2 CFR Part 170.330.

Otherwise, proceed to Section E.

EMPLOYEE NAME	DOLLAR AMOUNT
1.	
2.	
3.	
4.	
5.	

E. I certify that the above information is accurate and complete for our organization. I understand that the information provided on this form is required by FFATA, and will be reported on the ffrs.gov website and the USASpending.gov public website.

SIGNATURE:

Name of Entity: _____

Signature: _____

Person signing for entity: _____

Title: _____

Date: _____



Agenda Item 7.c.

Ratifying Approval of Subaward Agreement No. NOAA23-08 to Franklin's Promise Coalition, in the amount of \$186,237.40, in Support of the Gulf of Mexico Oyster Shell Recycling Network

Background: At the September 2023 Board Meeting, the Board approved Restore America's Estuaries Subaward Agreement No. NOAA-Gulf23-PPBEP in the amount of \$351,759.

The Pensacola and Perdido Bays Estuary Program (PPBEP) will engage OysterCorps, a program of Franklin's Promise Coalition (a 501(c)3 nonprofit organization), to assist in development and implementation of the Oyster Shell Recycling Program (OSRP) in collaboration with PPBEP and its partners. OysterCorps will be responsible for assisting with program development and restaurant engagement, assisting with community outreach, procuring and maintaining materials and equipment, and implementing shell pickup and curing throughout the funding period. The OSRP will serve as a critical source of shell material for use in PPBEP's Living Shoreline Assistance Program and Pensacola Bay System Oyster Restoration Initiative, which are separately funded.

Recommendation: Recommend the Board ratify approval of Subaward Agreement No. NOAA23-08 to Franklin's Promise Coalition, in the amount of \$186,237.40, in support of the Gulf of Mexico Oyster Shell Recycling Network.

Financial Impact: This action will encumber \$186,237.40 in the Grant Account and is funded through Restore America's Estuaries Subaward Agreement No. NOAA-Gulf23-PPBEP.

Legal Review: General Counsel has reviewed and approved of the standard agreement.

**Subrecipient Agreement
between Pensacola and Perdido Bays Estuary Program, Inc. and
Franklin's Promise Coalition**

Subrecipient Agreement #: NOAA23-08

Subaward Project Title: Franklin's Promise Coalition – Oyster Shell Recycling Program

Prime Grant Agreement #: NOAA-Gulf23-PPBEP

Period of Performance: July 1, 2024 – December 31, 2025

Subaward Amount: \$186,237.40

This Subrecipient Agreement is made and entered by and between **Pensacola and Perdido Bays Estuary Program, Inc.** (herein after referred to as “PPBEP” or “the Estuary Program”) and **Franklin's Promise Coalition** (herein after referred to as “Franklin's Promise” or “Subrecipient”).

WHEREAS, PPBEP is a subrecipient to Restore America's Estuaries Subaward #NOAA-Gulf23-PPBEP through National Ocean and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grant Cooperative Agreement No. NA23NMF4630087 for the 2023 Gulf of Mexico Community Based Oyster Recycling and Reef Restoration Network Program (herein after referred to as “the Project”); and

WHEREAS, Franklin's Promise was included in the Project workplan and budget to perform specified tasks and deliverables.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements, terms and conditions herein contained, PPBEP and Franklin's Promise agree as follows:

- 1. Services:** Subrecipient agrees to perform services in accordance with the Project Workplan, Budget, and Schedule provided in Attachment 1 of this Agreement.
- 2. Notice to Proceed:** Subrecipient agrees to not commence work prior to issuance of a Notice to Proceed by PPBEP.
- 3. Subaward Amount:** PPBEP agrees to make available \$186,237.40 for use by Franklin's Promise for work to be performed in accordance with the Project Workplan, Budget, and Schedule (Attachment 1).
- 4. Period of Performance:** The period of performance for this cost-reimbursable subaward is from July 1, 2024 through December 31, 2025 unless amended by written mutual agreement. All work under this agreement must be performed during this period. Expenditures after the period of performance are unallowable.



5. **Alterations:** Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to PPBEP and must be approved in advance in writing by PPBEP. The Subrecipient must obtain prior approval in writing from PPBEP if the cumulative amount of funding transfers among direct budget categories exceeds 10% of the total budget. The Subrecipient must notify PPBEP of cumulative funding transfers among direct budget categories that do not exceed 10% of the total budget for the agreement. Subrecipients must also notify PPBEP when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by PPBEP is required if the transfer involves any of the items listed in 2 CFR 200.407 that PPBEP did not previously approve at time of award or in response to a previous post-award request by the Subrecipient.
6. **Reporting Requirements:** The Subrecipient agrees to submit progress reports and the final report in accordance with the schedule identified in Attachment 1. Progress and final reports must adhere to reporting templates included in Attachment 2 and indicate the progress that has been made during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described in Attachment 2. PPBEP reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this Agreement.
7. **Outreach and Communications:** Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3. is supplemented as follows consistent with NOAA's collaboration on this project. The Subrecipient will coordinate with PPBEP on outreach plans, events, products, and media coverage associated with the project. Subrecipient agrees to submit educational materials, publications, videos, or signage developed with subaward funding to PPBEP for technical review and final approval before commencing production. Subrecipient will submit materials to PPBEP for approval with at least two (2) weeks' notice before purchasing any items. Subrecipients will provide copies of final outreach products, website mentions, press materials, photos, etc. to PPBEP when available throughout the award period. Subrecipients will provide PPBEP with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by PPBEP.

PPBEP expects all completed work products funded by NOAA be in the public domain, free of copyright or other intellectual property protections, unless covered by another applicable agreement or requirement (e.g., university intellectual property policies). In the event that Project work products are subject to other intellectual property requirements, the Subrecipient shall inform PPBEP of such requirements prior to signature of this subaward.

Site Visits: The Subrecipient agrees to permit at least one annual visit by PPBEP representatives. The purpose of the visit is to tour the construction site or project sites and



observe the progress and implementation of the grant-funded activities. PPBEP will provide a notice at least two weeks in advance to coordinate the details of the visit.

- 8. Acknowledgement of Project Contributors:** The Subrecipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3.
- 9. Permits, Compliance, and Safety:** Subrecipient will ensure that implementation of the Project meets all federal, state and local environmental laws and consistency requirements, including National Environmental Policy Act (NEPA) requirements.
 - a. The Subrecipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Subrecipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.
 - b. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Subrecipient 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 Subrecipient 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.
- 10. Invoicing and Payment:** Project funds are payable on a reimbursable basis only. Subrecipient shall invoice PPBEP no more frequently than monthly. Invoices must include all reimbursable expenses incurred during the invoice period. If no reimbursable expenses were incurred during the invoice period, explain why no other reimbursable expenses were incurred.

In order to be reimbursed, invoices must be complete, containing all required information and adhering to the required format described below. Invoices that do not include required information may be returned to Subrecipient and payment delayed.

Invoices must include the following:

- The invoice must be on organization letterhead
- Reference the subaward number
- Provide an invoice number



- Provide mailing address for payment, and any cost codes or other notations that should be included on the check or information on signing up for direct deposit will be provided when available
- Include date of invoice and period covered
- Include a general description of the work performed and brief description of any significant accomplishments during the invoice period.
- Per CFR 200.415 - Invoices must be signed by an authorized representative of the organization and must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812).”
- Include a summary cost table, consistent with the approved project budget in Attachment 1.
- The cost table should describe:
 - Reimbursable expenses incurred during the invoice period by federal cost category;
 - Reimbursable expenses incurred to date during the project period by federal cost category;
 - Break down personnel costs by individual, including a brief description of the work performed by each. This may be done with a separate table or with notations. PPBEP will not reimburse “lump sum” or combined personnel costs.
 - Attach copies of all invoices over \$500.00 for which you are requesting reimbursement.
 - Provide brief description of any travel costs.

Submit invoices and supporting information through email to the PPBEP Project Coordinator. Invoiced expenditures must agree with the approved project budget. Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by PPBEP in writing, in advance of the expenditure.

The final billing, clearly marked Final, shall be submitted no later than sixty (60) days after the end of the period of performance. The final invoice will be paid upon approval of the final report.

11. Data Sharing Policy: Subrecipient agrees to complete a Data Management Plan (Attachment 3) and provide all data collected as part of the Project to PPBEP in accordance with NOAA’s standard terms and conditions.



- 12. Financial Records:** Subrecipient agrees to maintain accurate records of all costs incurred in the performance of this work, and agrees to allow PPBEP, or their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Subrecipient agrees to maintain financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.

To comply with federal regulations, Subrecipient agrees to maintain a financial management system that provides accurate, current and complete disclosure of the financial status of the subaward. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, purchase vouchers, payroll documentation, and related source documentation must be secured and retained for three (3) years following the termination date of this agreement in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers and invoices should be on vendors' letterheads.

- 13. Audits:** PPBEP reserves the right to audit some or all of the Project costs, expenses, payments, etc., either formally or informally, as the Project proceeds and/or upon completion. Every year PPBEP is required to conduct random invoice audits of its Subrecipients. If Subrecipient is chosen for a random invoice audit, they must furnish all requested materials within thirty (30) days of the request. Any subsequent requests for corrective actions or additional documentation must be fulfilled within fifteen (15) days of the request.

Subrecipient agrees to comply with the requirements of 2 CFR Part 200 Subpart F. After completion of each yearly audit report the Subrecipient will promptly furnish (within 30 days) to PPBEP a copy of said audit report (or written notification) for each and every year during which this subaward is in effect. Subrecipient further agrees to notify PPBEP in writing if at any time during the period of this subaward it is no longer in compliance or if there are audit findings. In cases of such non-compliance or audit findings, the Subrecipient will promptly provide PPBEP with its written plan for corrective action.

All records and reports prepared in response to the audit requirements, or that relate to this subaward, shall be retained by the Subrecipient for three (3) years from the date of final payment on the subaward and will be made available during that period for inspection by representatives of PPBEP, its independent auditors, or the Federal government during normal business hours.



14. Allowable and Unallowable Costs: Subrecipient acknowledges the Project is funded through federal funds. Subrecipient agrees to follow federal regulations as put forth in 2 CFR 200 in determining allowable costs under this agreement. Subrecipient agrees not to use funds provided under this agreement for any cost that is unallowable under these regulations. Reimbursement by PPBEP for any cost that is later determined to be unallowable does not constitute sanction by PPBEP for the unallowable use of these funds.

15. Procurement: The Subrecipient agrees to conduct all procurement actions, including reporting, under this award in accordance with the procurement standards set forth in 2 CFR 200.317 through 200.326. These measures include multiple bids for procurements above \$10,000 (2 CFR 200.320 and Davis-Bacon prevailing wage requirements for construction activities (2 CFR 200)).

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

Pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 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;
- 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 for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 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 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.

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://www.nist.gov/mep/supplier-scouting>

DEFINITIONS

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives² — that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- b. **Federal Employee Costs:** No funds for this project (including funds contributed by the Subrecipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project



unless a Federal agency will be providing services to the Subrecipient as authorized by a Federal statute.

- c. **Management Fees:** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this grant. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
 - d. **Prohibition on certain telecommunication and video surveillance services or equipment:** Effective August 13, 2020, Subrecipients and contractors must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of funds on federally funded projects to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. The prohibition extends to the use of all funds under federally funded projects by recipients and subrecipients, including those subject to contract.
- 16. Indemnification:** To the extent authorized by law, the Subrecipient agrees to indemnify and hold harmless PPBEP and its officers, employees, and agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs, or expenses of any kind, which PPBEP, its officers, employees, and agents may incur arising from the negligence of Subrecipient during the performance of any provision of this Agreement.
- As the direct Recipient of funds under this Award, PPBEP is responsible for the management of the award and is ultimately responsible for ensuring compliance with all federal requirements. The Subrecipient will cooperate with PPBEP in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.
- 17. Cyber Security:** The Subrecipient agrees that when collecting and managing environmental or other data under this agreement, it will protect the data by following all



applicable Federal, State, or Tribal law cybersecurity requirements. Subrecipients must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by Recipients and Subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, which is available via <https://sam.gov/SAM/>.

18. Tangible Personal Property: Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non- Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

- a. **Disposition:** Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the Subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. PPBEP reserves the right to retain ownership of any and all equipment purchased through this award in the event of a dissolution of partnership between PPBEP and Franklin’s Promise to ensure continuation of program implementation beyond the award period.

19. Assurances: By signing this subaward, Subrecipient certifies that:

It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, “Managing Federal Credit Programs.”

It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR Part 85, Section 85.510).

It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection



with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.

It is in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).

It is in compliance with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

It is in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.

Funds expended under this award will comply with the applicable Federal cost principles.

It does not have any known conflicts of interest pertaining to work on this project.

20. Suspension or Cancellation of Awards: With 30 days' notice, PPBEP may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to PPBEP on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow PPBEP to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this agreement, (d) PPBEP is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of PPBEP, violate the terms of PPBEP's cooperative agreement with NOAA, or expose PPBEP to liability. PPBEP will provide notice of any determinations made under this paragraph. In the event PPBEP takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Subrecipient Agreement and the approved budget, PPBEP will consider in good faith permitting subaward funds to be used to pay such obligations.

21. Public Records: All Contractors providing services to Pensacola and Perdido Bays Estuary Program, Inc. ("PPBEP") shall comply with Florida's public records laws, Chapter 119, Florida Statutes, and satisfy the Contractor's duties thereunder as follows:



Keep and maintain public records required by the PBBEP and/or related to performance of the service.

Upon request from the PBBEP's custodian of public records, provide the PBBEP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Upon completion of the contract, transfer, at no cost, to the PBBEP all public records in possession of the Contractor or keep and maintain public records required by the PBBEP and/or related to performance of the service. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PBBEP, upon request from the PBBEP's custodian of public records, in a format that is compatible with the information technology systems of the PBBEP.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, Matt Posner at (850) 595-0820 or mjposner@ppbep.org.

Failure of the Contractor to comply with requests for public records in accordance with the following procedures shall be deemed noncompliance:

A request to inspect or copy public records relating to a PBBEP contract for services must be made directly to the PBBEP. If the PBBEP does not possess the requested records, the PBBEP shall immediately notify the Contractor of the request, and the Contractor must provide the records to the PBBEP or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the PBBEP's request for records, the PBBEP shall enforce these contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the PBBEP within a reasonable time may be subject to penalties under s. 119.10.

If Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the Subrecipient fails to allow access to such documents, terminate this Agreement.



PENSACOLA
& PERDIDO BAYS
ESTUARY PROGRAM

CONTACTS:

For PPBEP:

Matthew J. Posner
Executive Director
Pensacola & Perdido Bays Estuary Program
850.595.0820
mjposner@ppbep.org

For Franklin's Promise:

Joseph Taylor
Executive Director
Franklin's Promise Coalition
850.323.0176
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**Pensacola and Perdido Bays
Estuary Program, Inc.**

Franklin's Promise Coalition

By: Matthew J. Posner

Matthew J. Posner, Executive Director

7/9/24
Date

By: Joe Taylor

Joseph Taylor, Executive Director

7/9/2024
Date

- Attachment 1: Project Workplan, Budget, and Schedule
- Attachment 2: Quarterly Progress and Final Report Templates
- Attachment 3: Data Management Plan
- Attachment 4: Prime Award Agreement

Attachment 1: Project Workplan

Subrecipient Agreement #: NOAA23-08

Subaward Project Title: Franklin's Promise Coalition – Oyster Shell Recycling Program

Period of Performance: July 1, 2024 – December 31, 2025

Award Amount: \$186,237.40

Project Location: Escambia County and Santa Rosa County, Florida

Project Abstract: The Pensacola and Perdido Bays Estuary Program (PPBEP) will engage OysterCorps, a program of Franklin's Promise Coalition (a 501(c)3 nonprofit organization), to assist in development and implementation of the Oyster Shell Recycling Program (OSRP) in collaboration with PPBEP and its partners. OysterCorps will be responsible for assisting with program development and restaurant engagement, assisting with community outreach, procuring and maintaining materials and equipment, and implementing shell pickup and curing throughout the funding period. The OSRP will serve as a critical source of shell material for use in PPBEP's Living Shoreline Assistance Program and Pensacola Bay System Oyster Restoration Initiative, which are separately funded.

Tasks and Deliverables:

Task 1: Program Coordination

Task 1 Description: OysterCorps will, on behalf of PPBEP, assist with implementation of the OSRP. OysterCorps will be responsible for coordinating field operations associated with shell collection and curing. Program Coordination includes, but is not limited to, implementing the Oyster Shell Recycling Program Workplan, developing an efficient shell collection route, coordinating resource availability, sourcing materials, coordinating pickups and deliveries, establishing timelines, procuring equipment and supplies, time tracking, and completing monthly reports and biweekly check-in calls with PPBEP.

Task 1 Deliverables: OysterCorps will submit the following to PPBEP for review and approval

1. Draft and final Oyster Shell Recycling Program Workplan, which shall include, but not be limited to:
 - a. Tasks, timelines, and assigned roles
 - b. Severe Weather Preparedness Plan
2. Phase 1 and Phase 2 Oyster Shell Recycling Program route.
3. Draft and final Equipment Maintenance Plan.
4. Shell Collection Operational Contingency Plan.
5. Equipment and Supplies Procurement List, to include documentation of procurement method(s) with any piece of equipment with a unit value greater than \$5,000.
6. Monthly written progress reports and monthly time tracking reports.

7. Biweekly check-in calls evidenced by meeting notes.
8. Purchase of 4x4 truck approved by PPBEP with wrapping designed by PPBEP.

Task 1 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

Task 2: Restaurant Engagement

Task 2 Description: OysterCorps will assist PPBEP with engaging restaurants in the OSRP. This includes, but is not limited to, assisting with development of the OSRP Benefits and Incentives Guide, initiating contact with restaurant management/owners, compiling a list of interested restaurant for future expansion of the OSRP, and coordinating shell recycling trainings with participating restaurants.

Task 2 Deliverables:

1. Content for Benefits and Incentives Guide.
2. Record of restaurant engagement efforts in database.
3. List of interested restaurants for Phase 2 expansion.
4. Record of shell recycling restaurant training efforts.

Task 2 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

1. Satisfactory content for Benefits and Incentives Guide.
2. Number of restaurants engaged.
3. List of interested restaurants for Phase 2 expansion.
4. Number of restaurant trainings completed.

Task 3: Community Outreach

Task 3 Description: OysterCorps will support PPBEP in the creation and execution of the OSRP Community Engagement Plan. Lead/assist with community engagement activities delegated to OysterCorps in OSRP Community Engagement Plan as requested by PPBEP.

Task 3 Deliverables:

1. Complete PPBEP Ambassador training.
2. Support PPBEP outreach and education efforts, as needed.

Task 3 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

1. Number of PPBEP Ambassador trainings completed.
2. Number of community outreach events supported (as requested by PPBEP).

Task 4: Program Implementation

Task 4 Description: OysterCorps will, on behalf of PPBEP, lead the implementation of the OSRP shell recycling and curing. Implementation includes, but is not limited to, developing an Implementation Guide that covers restaurant operations, bucket cleaning, measurement, and shell turning techniques, setting up a bi-weekly schedule for dropping off and picking up buckets/bins at participating restaurants, monitoring the weight of collected shells, and maintaining a regular cleaning schedule for containers. OysterCorps will work to keep detailed logs of collection dates, restaurant participation, shell weights, and bucket counts. OysterCorps will ensure the staging area is well-managed by regularly recording shell turning dates and tracking locations of shell piles.

Task 4 Deliverables:

1. Draft and final Implementation Guide.
2. Establish and maintain a regular schedule for the collection, cleaning of buckets/bins, and curing of oyster shells.
3. Develop and consistently update the OSRP Data Logs.
4. Establish and routinely update the Staging Area Database.
5. Collection of recycled shell from participating restaurants and curing at designated shell lots.

Task 4 Performance Measure: PPBEP will review all deliverables submitted by OysterCorps for compliance with the Grant Agreement, Grant Workplan, and Prime Award Agreement. Upon review and written approval by PPBEP, OysterCorps will be reimbursed for completed activities.

1. The approximate weight of the collected oyster shells.
2. Creation and Maintenance of OSRP Data Logs.
3. Creation and Maintenance of Staging Area Database.
4. Participant satisfaction as reflected in restaurant surveys.

Subaward Budget: \$186,237.40

Object Categories	Year 1	Year 2	TOTAL
a. Personnel	\$42,000	\$42,000	\$84,000
b. Fringe Benefits	\$6,917	\$6,917	\$13,835
c. Travel	\$4,000.00	\$4,000.00	\$8,000
d. Equipment	\$52,000.00	\$0	\$52,000
e. Supplies	\$7,200	\$0	\$7,200
f. Contractual	\$0	\$0	\$0
h. Other	\$4,500	\$4,500	\$9,000
i. Total Direct Charges	\$116,617	\$57,417	\$174,034
j. Indirect Charges	\$6,461.70	\$5,741.70	\$12,203.40
k. Grand Total	\$123,078.70	\$63,158.70	\$186,237.40

Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Start Date	End Date	Deliverable Due Date
1. Program Coordination	07/01/24	12/31/25	12/31/25
2. Restaurant Engagement	07/01/24	07/01/25	07/01/25
3. Community Outreach	07/01/24	12/31/25	12/31/25
4. Program Implementation	08/01/24	12/31/25	12/31/25

Reporting:

The Subrecipient shall submit quarterly progress reports to PPBEP for review and approval. Quarterly progress reports will be due 20 days following the completion of the previous quarter in compliance with the schedule below.

Quarter	Quarterly Report Due Date
October 1 st – December 31 st	January 20 th
January 1 st – March 31 st	April 20 th
April 1 st – June 30 th	July 20 th
July 1 st – September 30 th	October 20 th

Attachment 2

PROGRESS REPORT FORM

Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Reporting Period:			
Project Title:			

Task #:

Progress for this reporting period:

Deliverable (% Completed and details):

Task #:

Progress for this reporting period:

Deliverable (% Completed and details):

Performance Measures: [If applicable, please indicate progress toward achieving performance measures using the template provided.]

Objective	Measure	Baseline	Target	Actual to Date	Explanation

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of Agreement No. XXXX and accurately reflects the activities associated with the project.

Signature of Grantee's Representative

Date

Print Name and Title

FINAL REPORT FORM

Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Project Title:			
Please submit any high-resolution photos related to the project (include photo credit for possible use by PPBEP for use in our e-newsletter, annual report, social media, or website) with your report as image files to info@ppbep.org .			

RESULTS: Describe the progress made toward the goals and objectives as stated in the subaward Work Plan.

--

IMPACT: Summarize the organization's key evaluation results related to the funded grant (number of people reached, samples taken, etc.):

--

SUCCESSSES AND CHALLENGES: Describe the significant successes and challenges the organization experienced related to the funded grant.

--

LESSONS LEARNED: Describe what the organization learned based upon the results, successes, and challenges reported. Address programmatic, evaluative, or organizational changes that will be made based upon these lessons learned.

--

Photos: Please provide a minimum of 5 photos from your reporting period. These photos can showcase outreach activities, project sites, program events, etc. Photos are to be sent as a separate attachment along with the report. **Photos must be at least 1280 x 720 pixels (HD).**

Performance Measures: [If applicable, please indicate progress toward achieving performance measures using the template provided.]

Objective	Measure	Baseline	Target	Actual to Date	Explanation

This report is submitted in accordance with the reporting requirements of Agreement No. XXXX and accurately reflects the activities associated with the project.

Signature of Grantee's Representative

Date



Data Management Plan Form

Project Title (required answer):

Name of the Project Lead (required answer):

PPBEP requires that the lead serve as the data steward.

Project Lead Contact Information (required answer):

Dataset Description(s) (required answer):

- What data will the dataset(s) contain?

This includes descriptive details on data types, inclusion of metadata, data format(s) and file extension types, collection times/date ranges, etc.

- What name(s), if any, will be designated to the dataset(s)?

Do you agree to release all raw data no later than 1 year after the end-date of the project or grant period?

Issues (required answer):

- Are there any legal, access, retention, etc. issues anticipated for the dataset?
- If yes, please explain.

Data Size:

- What will be the estimated size of the dataset?
Please report estimated number of MB, GB, TB, etc., collected.

Data Format:

- What format will the dataset utilize? (i.e., Excel file, model code, shapefiles, audio/video recording, etc.)

Ownership (required answer):

- Who will own the dataset, if not the Project Lead?

Post-Processing:

- What post-processing, QA/QC will this dataset undergo?
- Who will be responsible for performing this post-processing and QA/QC to prepare the dataset for its deposition into a repository?



Preservation Plan (required answer):

- What data repositories will be used to host the dataset?

- If none, how will the data be preserved?

Products:

- Will any information or data products be developed from this dataset?

- How will the related costs be supported?

- Which organization(s) will be producing these products?

Other Comments:

- Are there any additional comments related to the data that will result from your project?



**2023 Gulf of Mexico Community Based Oyster
Recycling and Reef Restoration Network Program
Subrecipient Agreement between
Restore America's Estuaries and
Pensacola and Perdido Bays Estuary Program, Inc.**

**Project Dates: October 1, 2023-December 31, 2025
Subaward #: NOAA-Gulf23-PPBEP
Award Amount: \$351,759.00**

Points of Contact

For Restore America's Estuaries:

Hilary Stevens
Coastal Resilience Senior Manager
hstevens@estuaries.org
703-524-0248

Subrecipient Organization

Point of Contact Name: Matt Posner
Point of Contact Phone Number: 850-595-0820
Point of Contact Email: mjposner@ppbep.org
Organization Name: Pensacola and Perdido Bays Estuary Program, Inc.
Organization Address: 226 Palafox Place, Pensacola, FL 32502
Principal Place of Performance Address: 226 Palafox Place, Pensacola, FL 32502
EIN: 93-1499384
UEI Number: W4XTAT4CFNP4

Indirect Cost Rate: 10% de minimus

This constitutes an agreement between Restore America's Estuaries (RAE) and **Pensacola and Perdido Bays Estuary Program, Inc.** (Subrecipient), regarding the responsibilities of each in their roles as Recipient and Subrecipient under the *2023 Gulf of Mexico Community Based Oyster Recycling and Reef Restoration Network* program, as awarded to RAE under Cooperative Agreement # NA23NMF4630087, and its amendments and supplements. RAE's indirect cost rate for this award is the 10% de minimis rate.

1. Subrecipient Agreement Documents: Subrecipient Agreement documents shall consist of this agreement and the following attachments, all of which are incorporated by reference into this agreement.

Attachment 1: Project workplan and budget

Attachment 2: Progress & Final Report Requirements (will be provided after NOAA approval)

2. Services: Subrecipient agrees to perform services as described in the scope and budget provided in **Attachment 1** of this agreement (hereinafter the "Project.")

3. Subaward Amount: Restore America's Estuaries agrees to make available **\$351,759.00** for use by **Pensacola and Perdido Bays Estuary Program, Inc.** for the work to be performed under this reimbursable subaward. Subrecipient agrees to expend this money in conformity with the scope and budget in **Attachment 1** (the Project.)

4. Period of Performance: The period of performance for this cost-reimbursable subaward is from **October 1, 2023 through December 31, 2025** *unless amended by written mutual agreement*. All work under this agreement must be performed during this period. Expenditures after the period of performance are unallowable.

5. Alterations: Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to RAE and must be approved in advance in writing by RAE. The Subrecipient must obtain prior approval in writing from RAE if the cumulative amount of funding transfers among direct budget categories exceeds 10% of the total budget. The Subrecipient must notify RAE of cumulative funding transfers among direct budget categories that do not exceed 10% of the total budget for the agreement. Subrecipients must also notify RAE when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by RAE is required if the transfer involves any of the items listed in 2 CFR 200.407 that RAE did not previously approve at time of award or in response to a previous post-award request by the Subrecipient.

6. Required Reports: The Subrecipient agrees to submit reports on the following schedule:

Report	Period Covered	Due Date
Progress #1	Date of Signature-February 29, 2024	March 31, 2024
Progress #2	March 1, 2024-August 31, 2024	September 30, 2024
Progress #3	September 1, 2024-February 28, 2025	March 31, 2025
Progress #4	March 1, 2025-August 30, 2025	September 30, 2025
Final Report	September 1, 2025-December 31, 2025. If the project date is extended additional progress reports will be required.	60 days following the Project Completion Date

Progress and final reports will reference the goals and objectives included in **Attachment 2** and indicate the progress that has been made toward each during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described in **Attachment 2**. RAE reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this agreement.

7. Outreach and Communications

Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3. is supplemented as follows consistent with NOAA's collaboration on this project. The Subrecipient will coordinate with RAE on outreach plans, events, products, and media coverage associated with the project. Please coordinate with the Grants Program Manager. Subrecipients will provide copies of final outreach products, website mentions, press materials, photos, etc. via the standard progress reports to RAE, or when available throughout the award period. Subrecipients will provide RAE with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by RAE.

RAE expects all completed work products funded by NOAA be in the public domain, free of copyright or other intellectual property protections, unless covered by another applicable agreement or requirement (e.g., university intellectual property policies). In the event that Project work products are subject to other intellectual property requirements, the Subrecipient shall inform RAE of such requirements **prior to signature** of this subaward.

7a. Acknowledgement of Project Contributors

The Recipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3.

8. Permits, Compliance & Safety

Subrecipient will ensure that implementation of the Project meets all federal, state and local environmental laws and consistency requirements, including National Environmental Policy Act (NEPA) requirements.

8a. The Subrecipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Subrecipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.

In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Subrecipient 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 Subrecipient 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.

9. Invoicing and Payment: Gulf of Mexico Community Based Oyster Recycling and Reef Restoration Network program funds are payable on a reimbursable basis only. **Subrecipient shall invoice RAE at least semi-annually with a progress report and at most monthly.** Invoices must include all reimbursable expenses incurred during the invoice period. If no reimbursable expenses were incurred during the invoice period, explain why no other reimbursable expenses were incurred. **Invoices for expenses incurred in any calendar year MUST be received by January 31 of the following year in order to be reimbursed.**

In order to be reimbursed, invoices must be complete, containing all required information and adhering to the required format described below. Invoices that do not include required information may be returned to Subrecipient and payment delayed.

Invoices must include the following:

- The invoice must be on organization letterhead
- Reference the subaward number
- Provide an invoice number
- Provide mailing address for payment, and any cost codes or other notations that should be included on the check or information on signing up for direct deposit will be provided when available
- Include date of invoice and period covered
- Include a general description of the work performed and brief description of any significant accomplishments during the invoice period.
- Per CFR 200.415 - Invoices must be **signed by an authorized representative of the organization and must include a certification**, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812).”

Include a summary cost table, consistent with the approved project budget in **Attachment 1. Cost table format is provided below.**

The cost table should describe:

- Reimbursable expenses incurred during the invoice period by federal cost category;
- Reimbursable expenses incurred to date during the project period by federal cost category;
- Break down personnel costs by individual, including a brief description of the work performed by each. This may be done with a separate table or with notations. RAE will not reimburse “lump sum” or combined personnel costs.
- Attach copies of all invoices over \$500.00 for which you are requesting reimbursement.
- Provide brief description of any travel costs.
- Use the cost table format provided below.

Submit invoices and supporting information through email to your RAE grant administrator. Invoiced expenditures must agree with the approved project budget. Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by RAE in writing, in advance of the expenditure.

Invoice Cost Table Format

Budget Category	Total Budgeted NOAA Funds	Grant Funds Expended This Period	Grant Funds Expended Cumulative	Grant Funds Remaining
Personnel				
Fringe				
Travel				
Equipment				
Supplies				
Contractual				
Other				
Total Direct				
Indirect				
Total				

The final billing, clearly marked Final, shall be submitted no later than sixty (60) days after the end of the period of performance. The final invoice will be paid upon approval of the final report.

10. Financial Records: Subrecipient agrees to maintain accurate records of all costs incurred in the performance of this work, and agrees to allow Restore America’s Estuaries, or their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Subrecipient agrees to maintain financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.

To comply with federal regulations, Subrecipient agrees to maintain a financial management

system that provides accurate, current and complete disclosure of the financial status of the subaward. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for three (3) years following the termination date of this agreement in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers and invoices should be on vendors' letterheads.

11. Audits: RAE reserves the right to audit some or all of the Project costs, expenses, payments, etc., either formally or informally, as the Project proceeds and/or upon completion. Every year RAE is required to conduct random invoice audits of its Subrecipients. If Subrecipient is chosen for a random invoice audit, they must furnish all requested materials within thirty (30) days of the request. Any subsequent requests for corrective actions or additional documentation must be fulfilled within fifteen (15) days of the request.

Subrecipient agrees to comply with the requirements of 2 CFR Part 200 Subpart F. After completion of each yearly audit report the Subrecipient will promptly furnish (within 30 days) to RAE a copy of said audit report (or written notification) for each and every year during which this subaward is in effect. Subrecipient further agrees to notify RAE in writing if at any time during the period of this subaward it is no longer in compliance or if there are audit findings. In cases of such non-compliance or audit findings, the Subrecipient will promptly provide RAE with its written plan for corrective action.

All records and reports prepared in response to the audit requirements, or that relate to this subaward, shall be retained by the Subrecipient for three (3) years from the date of final payment on the subaward and will be made available during that period for inspection by representatives of RAE, its independent auditors, or the Federal government during normal business hours.

12. Allowable and Unallowable Costs: The Gulf of Mexico Community Based Oyster Recycling and Reef Restoration Network program uses federal funds. Subrecipient agrees to follow federal regulations as put forth in 2 CFR 200 in determining allowable costs under this agreement. Subrecipient agrees not to use funds provided under this agreement for any cost that is unallowable under these regulations. **Reimbursement by RAE for any cost that is later determined to be unallowable does not constitute sanction by RAE for the unallowable use of these funds.**

13. Procurement: The Subrecipient agrees to conduct all procurement actions, including reporting, under this award in accordance with the procurement standards set forth in 2 CFR 200.317 through 200.326. These measures include multiple bids for procurements above \$10,000 (2 CFR 200.320 and Davis-Bacon prevailing wage requirements for construction activities (2 CFR 200)).

13a. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure 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 for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; 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 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.

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://www.nist.gov/mep/supplier-scouting](https://www.nist.gov/mep/supplier-scouting).

DEFINITIONS

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives² —that is or consists

primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States¹

Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

2 IIA, § 70917(c)(1).

13b. Federal Employee Costs: No funds for this project (including funds contributed by the Subrecipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the Subrecipient as authorized by a Federal statute.

13c. Management Fees: Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this grant. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

13d. Prohibition on certain telecommunication and video surveillance services or equipment: Effective August 13, 2020, Subrecipients and contractors must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of funds on federally funded projects to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company,

including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. The prohibition extends to the use of all funds under federally funded projects by recipients and subrecipients, including those subject to contract.

14. Indemnification: The Subrecipient agrees to indemnify RAE against all losses for expenses incurred by the Subrecipient that are, or are later held to be, unallowable. Reimbursement by RAE to the Subrecipient for such costs does not negate nor in anyway nullify the Subrecipient's responsibility under this provision.

As the direct Recipient of funds under this Award, RAE is responsible for the management of the award and is ultimately responsible for ensuring compliance with all federal requirements. The Subrecipient will cooperate with RAE in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.

15. Cyber Security: The Subrecipient agrees that when collecting and managing environmental or other data under this agreement, it will protect the data by following all applicable Federal, State, or Tribal law cybersecurity requirements. Subrecipients must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by Recipients and Subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, which is available via <https://sam.gov/SAM/>.

16. Tangible Personal Property: Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non- Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

16a. Disposition

Most Recipients: Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the Subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

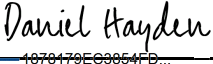
17. Assurances: By signing this subaward, Subrecipient certifies that:

- It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs."
- It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR Part 85, Section 85.510).
- It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.
- It is in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).
- It is in compliance with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- It is in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.
- Funds expended under this award will comply with the applicable Federal cost principles.
- It does not have any known conflicts of interest pertaining to work on this project.


18. SUSPENSION OR CANCELLATION OF AWARDS: With 30 days' notice, Restore America's Estuaries may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to RAE on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow RAE to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this agreement, (d) RAE is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of RAE, violate the terms of RAE's cooperative agreement with NOAA, or expose RAE to liability. RAE will provide notice of any determinations made under this paragraph. In the event RAE takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Subrecipient Agreement and the approved budget, RAE will consider in good faith permitting subaward funds to be used to pay such obligations.

19. Signatures

For Restore America's Estuaries

DocuSigned by:
By:  Date September 28, 2023 | 10:08 AM PDT
1070179E00054FD...
Daniel Hayden, President & CEO

For Pensacola and Perdido Bays Estuary Program, Inc.

DocuSigned by:
By:  Date September 28, 2023 | 11:48 AM PDT
04369403EECC4AF...
Woody Speed, Chairman

Attachments

- Attachment 1: Project workplan and budget
- Attachment 2: Progress & Final Report Requirements (will be provided after NOAA approval)

Attachment 1: Work Plan

The work plan timeline will shift to follow the project start date.

Organization Name: Pensacola & Perdido Bays Estuary Program**Other Partners Engaged in this Project:**

<i>Organization Name</i>	<i>Role</i>
Franklin's Promise – EscaRosa Oyster Corps	Oyster Shell Recycling Program Implementer
8 restaurants	Shell Recycling Partner
Santa Rosa County	Shell Recycling Partner – Shell Curing/Outreach
Pensacola State College	Shell Recycling Partner – Shell Curing
Choctawhatchee Basin Alliance	Oyster Shell Recycling Program Implementer

Both Santa Rosa County and Pensacola State College provide in-kind support to the EscaRosa Oyster Shell Recycling Program through use of their respective properties for oyster shell recycling operations, including curing, bagging, and transporting. Santa Rosa County's in-kind support for use of their property is estimated at \$1,000 per month or \$36,000 over the three-year grant period. Pensacola State College's in-kind support for use of their property is estimated at \$1,500 per month or \$54,000 over the three-year grant period.

History of Program

The first oyster shell recycling program in the Pensacola Bay Area began in 2011 when a local environmental nonprofit, Keep Pensacola Beautiful, partnered with the Florida Department of Environmental Protection Northwest Florida Aquatic Preserve's Office to establish Project OYSTER (Offer Your Shell To Enhance Restoration) after receiving a 5-Star Urban Waters Restoration Fund grant from the National Fish and Wildlife Foundation. Modeled after the Alabama Coastal Foundation and Choctawhatchee Basin Alliance oyster shell recycling programs, Keep Pensacola Beautiful partnered with local restaurants to recycle shell for use in coastal restoration projects identified and permitted by Florida DEP. Project OYSTER resulted in the collection of over 100 tons of recycled shell used in the construction of 45 reefs/breakwaters in living shorelines throughout the Pensacola Bay System. While Project OYSTER was deemed a success, the program ended after nearly eight years due to funding limitations and a shift in priorities for Keep Pensacola Beautiful.

In 2020, following the Project OYSTER model implemented by Keep Pensacola Beautiful, Alabama Coastal Foundation, and Choctawhatchee Basin Alliance, Santa Rosa County committed RESTORE Act funds to implement a pilot oyster shell recycling program. Santa Rosa County and UF/IFAS SeaGrant Extension partnered with Conservation Corps of the Emerald Coast, part of the Franklin's Promise Coalition, to implement the shell recycling program on behalf of the County, providing a workforce development opportunity for young adults in natural resource management and coastal restoration. To date, the Santa Rosa County Oyster Shell Recycling Program has collected over 14 tons of shell.

In 2021, the Pensacola & Perdido Bays Estuary Program (PPBEP) funded the EscaRosa Oyster Corps, an offshoot of Conservation Corps of the Emerald Coast, through their Community Grant Program to expand oyster shell recycling in the two-county area (Escambia and Santa Rosa), harvest aquatic vegetation, and implement living shoreline projects across the Pensacola Bay System. As of June 2022, over 57 tons of shell were recycled, over 5,000 spartina alterniflora plants were harvested, and 58 oyster prisms were constructed for use in living shoreline projects.

Impacts to Date

To date, the EscaRosa Oyster Corps has collected over 70 tons of shell over the last two years for use in coastal restoration projects in the Pensacola Bay System.

What This Funding Will Enable PPBEP to Do

Funding will enhance two programmatic elements of oyster shell recycling in Northwest Florida.

First, funding will be used to enhance the capacity of the EscaRosa Oyster Shell Recycling Program by purchasing an oyster shell recycling truck, similar to the Galveston Bay Foundation model, to create efficiencies in the oyster shell recycling process and expand the shell recycling program to new restaurants. PPBEP will engage the EscaRosa Oyster Corps, an affiliate of Franklin's Promise Coalition (a 501(c)3 nonprofit organization), to implement the EscaRosa Oyster Shell Recycling Program on behalf of PPBEP and its partners. The EscaRosa Oyster Shell Recycling Program will serve as a critical source of shell material for use in PPBEP's Living Shoreline Cost Share Program and Oyster Restoration Initiative, which are included for funding in a separate NOAA proposal.

Secondly, funding will support the Choctawhatchee Basin Alliance's (CBA) Oyster Shell Recycling Program. Since 2010, CBA has operated an oyster shell recycling program that serves restaurants along Hwy. 98 in Okaloosa and Walton Counties, along the south edge of the Choctawhatchee Bay. Currently, the program picks up oyster shell 2-3 times a week at 9 restaurants. In 2021, CBA staff and AmeriCorps members collected over 240 tons of shell to be used in restoration projects. While this may seem adequate, CBA has a waiting list of restaurants that would like to join the program and contribute shell. The CBA oyster recycling program is limited by staff time and equipment availability. To remedy this, CBA would use funds from this grant to purchase a vehicle and bins similar to the one used by Galveston Bay Foundation, and use that upgrade to amplify oyster restoration efforts in Choctawhatchee Bay. CBA's current shell pick-up model requires 2-3 staff members. The dump truck model can be staffed by one person, increasing staff capacity to reach additional restaurants. Many of the additional restaurants would be in the Fort Walton Beach and Niceville area, allowing for geographic diversity and opening up the community of stewardship to more people. In addition to more buy-in, the additional oyster shell acquired will be a helpful materials source for more living shorelines, as well as Choctawhatchee Bay Oyster Revitalization, a project that includes oyster gardening and subtidal oyster reef construction.

The EscaRosa Oyster Shell Recycling Program will strengthen ecosystem resilience of the oyster fishery through the recycling and distribution of critical substrate necessary for oyster larval colonization. The project is consistent with PPBEP's Comprehensive Conservation and Management Plan (CCMP), Goal 2: Enhance Community Resilience and Goal 5: Conserve and Restore Critical Habitat, released in 2022. Additionally, the project is consistent with the Pensacola Bay System Oyster Fisheries and Habitat Management Plan produced by The Nature Conservancy and released in 2021.

The project will enhance community resilience by using the shell collected through the Oyster Shell Recycling Program in the eventual construction of living shoreline projects throughout the Pensacola Bay System, which will reduce shoreline erosion and protect public and private infrastructure. This partnership with the EscaRosa Oyster Corps will enhance Diversity, Equity, Inclusion, and Justice opportunities and reach underserved communities as Oyster Corps seeks to employ underserved young adults through this workforce development program. Oyster Corps provides a suite of job skills to Oyster Corps crew members to ensure members obtain employment following completion of the program.

Measures of High-level Impacts

<i>Impact Area</i>	<i>Impacts</i>
1) Sustaining productive fisheries and strengthening ecosystem resilience	Collect 100 tons of oyster shell over a three-year period for use in the PPBEP Living Shoreline Initiative and Oyster Restoration Initiative to enhance shellfish and finfish habitat in the Pensacola Bay System and Choctawhatchee Bay.
2) Fostering regionally important habitat restoration	Collect 100 tons of oyster shell over a three-year period for use in the PPBEP Living Shoreline Initiative and Oyster Restoration Initiative to enhance shellfish and finfish habitat in the Pensacola Bay System and Choctawhatchee Bay.
3) Enhancing community resilience to climate hazards and providing other co-benefits	Utilize recycled oyster shell in the protection of public and private property through the construction of living shorelines through the PPBEP Living Shoreline Project. The targets are a minimum of 2,000 linear feet of shoreline protection in the Pensacola Bay System and 1,000 linear feet in the Choctawhatchee Bay System.
4) Providing benefit to underserved communities, including through partnerships with tribes	The EscaRosa Oyster Corps will employ at-risk young adults through this workforce development training program, targeting natural resource management/coastal restoration skills. The target is 10 Corps members.

Likely Sites of the Restoration Work

The portion of this program funded by this grant would be the collection of shell, which would occur throughout the Pensacola region. The specific project sites where this shell would be deployed have yet to be determined, but will occur within Pensacola Bay System.

<i>Location</i>	<i>Nearest Town or Watershed</i>	<i>Project within tribal or underserved communities?</i>	<i>Benefits to tribal or underserved communities?</i>	<i>Status of permits</i>
TBD	Pensacola Bay System	TBD	A primary benefit to underserved communities would come through the use of the EscaRosa Oyster Corps in this project. This group delivers economic benefit to local underserved communities by employing young adults between the ages of 18 and 25 from these communities that currently don't have a career plan. Oyster Corps serves as a workforce development program, providing members the job skills needed to obtain long-term, sustainable employment. This is accomplished through both training in natural resource and coastal	TBD

			restoration skillsets, but also financial literacy and communication skillsets that can be transferred to any industry. Oyster Corps also offers environmental benefit to underserved communities by engaging members of these communities in the protection of their local natural resources, thereby inspiring some members to continue seeking to protect and restore their local environment beyond their employment with the Corps.	
TBD	Choctawhatchee Bay	TBD	CBA partners with AmeriCorps to focus on environmental stewardship with an educational component of an environmental STEM curriculum. The focus is twofold: First, the implementation of the Grasses in Classes STEM curriculum; and, Second, restoration, including the oyster shell recycling program and living shoreline construction.	TBD

Project Methodology

This funding will be used for the EscaRosa Oyster Shell Recycling Program, to support continued collection of shell from existing restaurant partners and also to expand the number of restaurant partners from whom we are collecting shell from new restaurants. The EscaRosa Oyster Shell Recycling Program will serve as a critical source of shell material for use in PPBEP's Living Shoreline Cost Share Program and Oyster Restoration Initiative, which have been included for funding in a separate NOAA proposal. There is therefore no direct restoration that will be done through this project.

Currently, Oyster Corps collects shells from participating restaurants twice a week, utilizing a bucket brigade to transfer the shells from the participating restaurant to a rented truck. The shells are then taken to the shell recycling lots, either in Santa Rosa County or Escambia County, offloaded utilizing the same bucket brigade, and allowed to cure for a period of weeks to months before being transferred offsite for use in living shoreline projects. This current process is labor intensive, costly, and time consuming. Funding provided by this opportunity will allow PPBEP and CBA to purchase shell recycling trucks, similar to the Galveston Bay Foundation model, to ease collection of shell from existing and future participating restaurants. PPBEP will then subaward funding to Franklin's Promise (a 501(c)3 nonprofit organization), the host agency for the EscaRosa Oyster Corps, to implement the EscaRosa Oyster Shelling Recycling Program utilizing the shell recycling truck on behalf of PPBEP and its partners. Purchase of the shell recycling truck will increase capacity of recycling operations, allowing the program to be expanded to new restaurants interested in participating.

The success of this program to date indicates that the techniques we have used in shell collection over the two years we have been leading it are feasible, efficient, and effective.

The methodology for recruiting new restaurant partners and engaging the community in this work includes leveraging existing PPBEP outreach assets and partners. PPBEP will utilize its Business Partnership Program to reach new restaurants interested in participating, and will build on PPBEP's initiative to restore 600 hectares of oyster habitat in the Pensacola Bay System over the next ten years. PPBEP will also roll out an Oyster Awareness Campaign in 2023 to build community support and excitement towards achieving this goal, and provide opportunities for community members to get engaged directly in restoration, both through the Oyster Shell Recycling Program and through project construction funded outside of this proposal.

We believe that by developing sufficient community support for this work, and by continuing to meet with success, we will be able to secure additional funding to sustain the shell recycling program beyond the end of this award period. As indicated by this project budget, annual costs of sustaining the program are not significant.

Implementation Monitoring and Evaluation

Again, as this project will not entail restoration work, monitoring and evaluation of its success will be done differently than other projects included in this overall proposal. We will primarily evaluate the project's success by the number of tons of shell recycled, with a goal of 100 tons recycled over the three-year grant program. Other measures of success will include a minimum of ten restaurant partners participating in the program and engagement with the community as measured by number of community events, volunteer days, and social media posts included as part of PPBEP's Oyster Awareness Campaign.

Also of note is that PPBEP will engage the EscaRosa Oyster Corps to implement the EscaRosa Oyster Shell Recycling Program. PPBEP will subaward funds to Franklin's Promise (a 501(c)3 nonprofit organization), the host agency for the EscaRosa Oyster Corps. The Corps serves as a workforce development program targeting at-risk young adults in Northwest Florida and provides them an opportunity to develop skills in natural resource management, coastal restoration, and other universally important job skills. The Corps helps participants with job placement at the completion of the program. The success of this project, therefore, will also be measured by the number of participants in the EscaRosa Oyster Corps, targeting ten Corps members.

Project Timeline (Milestones & Deliverables)

<i>Major Activity</i>	<i>Start</i>	<i>Finish</i>
Execute Subaward with RAE	January 1, 2023	February 28, 2023
Purchase Oyster Shell Recycling Truck	March 1, 2023	May 31, 2023
Execute Contracts with Franklin's Promise – EscaRosa Oyster Corps and CBA	June 1, 2023	June 30, 2023
Oyster Shell Recycling Program Collection	July 1, 2023	December 31, 2025
Oyster Restoration Awareness Campaign	July 1, 2023	December 31, 2025

Community Engagement

Item	Description	Timing
Opportunities for meaningful involvement	PPBEP will promote the EscaRosa Oyster Shell Recycling Program as part of its Oyster Restoration Awareness	Ongoing

of local communities and how barriers to accessing the project benefits will be addressed.	Campaign to reach and engage the community at-large in coastal restoration and to reach new restaurants interested in participating in the Shell Recycling Program. PPBEP will also engage its Environmental Justice Committee to reach underserved communities to participate in and benefit from the program, particularly targeting underserved citizens to work with the EscaRosa Oyster Corps.	
Meeting the holistic needs of the community	PPBEP will engage the EscaRosa Oyster Corps to implement the EscaRosa Oyster Shell Recycling Program and to reach and employ young adults in underserved communities in the Pensacola Bay Area. The Corps has a proven track record of employing underserved individuals over the last two years of operation.	Ongoing
Strategy to engage a diverse range of community groups in restoration actions	PPBEP will engage the EscaRosa Oyster Corps to implement the EscaRosa Oyster Shell Recycling Program. The Corps serves as a workforce development program targeting at-risk young adults in Northwest Florida and provides them an opportunity to develop skills in natural resource management, coastal restoration, and other universally important job skills. The Corps helps participants with job placement at the completion of the program.	Ongoing
Strategy to share information and educate the public about restoration actions	PPBEP, EscaRosa Oyster Corps, Santa Rosa County, Escambia County, and Florida DEP have an extensive network that will be engaged to inform and educate the public regarding the restoration outcomes expected from the Oyster Shell Recycling Program. PPBEP will incorporate the Oyster Shell Recycling Program into its Oyster Restoration Awareness Campaign, which will be featured in a variety of print and digital media formats to communicate to the public the importance of oysters to the Pensacola Bay Area heritage and environment.	Ongoing

Initial Budget

Category	Year 1 Costs	Year 2 Costs	Year 3 Costs	Comments
Salary	\$10,000	\$10,000	\$10,000	
Fringe	\$3,500	\$3,500	\$3,500	Fringe rate 35%
Travel	\$8,130	\$8,130	\$8,130	Regional travel to restoration sites and travel to annual learning meeting and RAE Summit
Equipment	\$63,000			Oyster shell recycling truck and equipment
Supplies	\$0	\$0	\$0	
Contractual	\$3,600	3,600	3,600	Contract with Franklin's Promise - EscaRosa Oyster Corps to implement the EscaRosa Oyster Corps Shell Recycling Program. EscaRosa Oyster Corps

				is an affiliate of Franklin's Promise Coalition, a 501(c)(3) nonprofit organization, and employs young adults from underserved communities as part of a workforce development program.
Other	\$65,500			Subaward to Choctawhatchee Basin Alliance for shell recovery
	\$25,000	\$55,000	\$55,000	Subaward to Franklin's Promise
Total Direct Costs	\$178,730	\$80,230	\$80,230	
Indirect Costs	\$7,523	\$2,523	\$2,523	De Minimis 10%
Total	\$186,253	\$82,753	\$82,753	



Agenda Item 7.d.

Approval of a Subaward Agreement between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL, in the amount of \$687,280.28, for the Compound Flood Model and Adaptation Plan Project

Background: The Pensacola and Perdido Bays Estuary Program, working through the Escambia County Board of County Commissioners will conduct the Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios (Project). The Project will include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as develop a unified regional Adaptation Plan (AP). The Project will develop updated precipitation frequency estimates and compound flooding scenarios for the Pensacola and Perdido watersheds to aid local governments in identifying priority resilience projects, policy initiatives, and community outreach opportunities necessary to enhance community resilience.

Note, the Board previously approved DEP Grant Agreement 22PLN35 in which this scope is being performed under. Due to the organizational transition from Escambia County, DEP was unable to reassign the Grant Agreement to PPBEP. As such, this subaward agreement is being executed between PPBEP and Escambia County to carryout the scope of the DEP Grant Agreement as originally intended.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, a Subaward Agreement between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL, in the amount of \$687,280.28, for the Compound Flood Model and Adaptation Plan Project.

Financial Impact: This action will increase the revenue available in the Grant Account by \$687,280.28.

Legal Review: General Counsel has reviewed and approved the agreement.

**Subaward Agreement By and Between
Escambia County Board of County Commissioners
and
Pensacola and Perdido Bays Estuary Program, Inc.**

WHEREAS, the Florida Department of Environmental Protection (hereinafter referred to as "DEP") awarded DEP Grant Agreement Number 22PLN35 to the Escambia County Board of County Commissioners (hereinafter referred to as "Escambia County" or "the County") on behalf of the Pensacola and Perdido Bays Estuary Program, Inc. (hereinafter referred to as "PPBEP" or "Estuary Program") for the Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios Project; and

WHEREAS, the County and the Estuary Program have worked in good faith with DEP to attempt to transfer the Grant Agreement from the County to the Estuary Program concurrently with the Estuary Program's organizational restructuring as an independent organization; and

WHEREAS, DEP has determined it is unable to transfer the Grant Agreement from the County to the Estuary Program; and

WHEREAS, the County and the Estuary Program desire to enter into this Subaward Agreement so the Estuary Program can carry out the scope of the project as originally intended.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Services: The Estuary Program agrees to perform services in accordance with the Project Workplan and Budget provided in Attachment 1 of this Agreement.
3. Period of Performance: The Agreement shall be in effect through December 31, 2025. The project period may be extended by mutual consent of the parties by written amendment to this Agreement.
4. Funding: In accordance with the Project Budget included in Attachment 1, \$687,280.28 will be subawarded from the County to the Estuary Program.
5. Invoicing: The Estuary Program may invoice the County no more frequently than monthly.
6. Reporting: The Estuary Program will submit quarterly progress reports to the County's grant manager for review and approval.

Successors And Assigns

This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in Escambia County, Florida.

Compliance

Both Parties shall comply with all applicable laws, regulations, and ordinances of local, state, and federal governments, as well as any articles of incorporation, bylaws, rules, regulations, or policies of the Parties that may be applicable to the performance of this agreement. The Parties will obtain and maintain, at their own expense, all licenses, permits, insurance, and governmental authorizations necessary to the performance of their obligations under this Agreement.

Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or disagreements shall be finally settled by arbitration.

Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by written instrument executed by both the County and the Estuary Program.

Notice: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided.

To Escambia County:

Escambia County Board of County Commissioners
Attention: Wesley J. Moreno, County Administrator
221 Palafox Place
Pensacola, FL 32502
850-595-4900
administrator@myescambia.com

To PPBEP:

Pensacola and Perdido Bays Estuary Program, Inc.
Attention: Matthew J. Posner, Executive Director
226 Palafox Place, 5th floor
Pensacola, FL 32502
850-595-0820
mjposner@ppbep.org

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as set forth below (herein referred to as “Effective Date”).

Escambia County:

Wesley J. Moreno, County Administrator
Escambia County Board of County Commissioners

Date: _____

PPBEP:

Matthew J. Posner, Executive Director
Pensacola and Perdido Bays Estuary Program, Inc.

Date: _____

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SUBAWARD TO
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM
GRANT WORK PLAN**

ATTACHMENT X

PROJECT TITLE: Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios

PROJECT LOCATION: The Project is located within Escambia, Santa Rosa, and Okaloosa Counties, Florida.

PROJECT DESCRIPTION:

The Pensacola and Perdido Bays Estuary Program, working through the Escambia County Board of County Commissioners will conduct the Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios (Project). The Project will include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as develop a unified regional Adaptation Plan (AP). The Project will develop updated precipitation frequency estimates and compound flooding scenarios for the Pensacola and Perdido watersheds to aid local governments in identifying priority resilience projects, policy initiatives, and community outreach opportunities necessary to enhance community resilience.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. Geographic Information System (GIS) files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **1.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **1.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **1.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 2: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The steering committee meetings will assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 3: Public Outreach and Community Engagement

Description: The Grantee will lead a series of small group meetings with local government staff and elected officials to review and discuss project outputs and identify opportunities for regional resilience projects, initiatives, and policies. The Grantee will also host a series of community engagement sessions, in conjunction with local government staff, to review the compound flooding scenarios, modeled impacts to their homes and businesses, and discuss regional resilience projects, initiatives, and policies to be included in the Regional Resilience AP. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4 : Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **6.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

Task 7: Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final AP or Report.

Task 8: Project Management

Description: The Grantee will oversee project management to include but not be limited to implementing the Grant Work Plan, managing contractors and subawardees, procuring supplies, establishing timelines, time tracking, reviewing invoices, completing progress reports and check-in calls, and reviewing and approving deliverables.

Deliverables: Quarterly Progress Reports.

PAYMENT REQUEST SCHEDULE: The Grantee may submit invoices no more frequently than monthly.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Task Start Date	Task Due Date
1	Acquire Background Data	7/1/2021	12/31/2025
2	Conduct Steering Committee Meetings	7/1/2021	12/31/2025
3	Public Outreach and Community Engagement	7/1/2021	12/31/2025
4	Exposure Analysis	7/1/2021	12/31/2025
5	Sensitivity Analysis	7/1/2021	12/31/2025
6	Final Vulnerability Assessment Report, Maps, and Tables	7/1/2021	12/31/2025
7	Adaptation Plan	7/1/2021	12/31/2025

BUDGET DETAIL:

Task No.	Task Title	Budget Category	DEP Amount	
1	Acquire Background Data	Subaward	\$26,750	
		Indirect Costs	\$750	
Total for Task:			\$27,500	
2	Conduct Steering Committee Meetings	Subaward	\$10,937.33	
		Indirect Costs	\$306.65	
Total for Task:			\$11,243.98	
3	Public Outreach and Community Engagement	Subaward	\$35,070.59	
		Indirect Costs	\$983.29	
Total for Task:			\$36,053.88	
4	Exposure Analysis	Subaward	\$226,840	
		Indirect Costs	\$6,360	
Total for Task:			\$233,200	
5	Sensitivity Analysis	Subaward	\$226,840	
		Indirect Costs	\$6,360	
Total for Task:			\$233,200	
6	Final Vulnerability Assessment Report, Maps, and Tables	Subaward	\$23,409.35	
		Indirect Costs	\$656.34	
Total for Task:			\$24,065.69	
7	Adaptation Plan	Contractual Services	\$87,878.94	
		Indirect Costs	\$2,463.90	
Total for Task:			\$90,342.84	
8	Project Management	Contractual Services	\$30,810.06	
			Indirect Costs	\$863.83
Total for Task:			\$31,673.90	
Project Total:			\$687,280.28	



Agenda Item 7.e.

Approval of a Memorandum of Understanding between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL for Access and Operation of the Shell Recycling Lot at the Pensacola State College Warrington Campus

Background: PPBEP has established a regional Oyster Shell Recycling Program to aide in coastal restoration projects across the greater Pensacola Bay and Perdido Bay watersheds. Escambia County has an existing oyster shell recycling lot located at 5555 W. Highway 98, Pensacola, FL 32505 on Pensacola State College's Warrington Campus. The County and the Estuary Program desire to enter into this Memorandum of Understanding to provide access to the Estuary Program to operate the Shell Recycling Program.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, a Memorandum of Understanding between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL for Access and Operation of the Shell Recycling Lot at the Pensacola State College Warrington Campus.

Financial Impact: N/A

Legal Review: General Counsel has reviewed and approved the agreement.

MEMORANDUM OF UNDERSTANDING
By and Between
Escambia County Board of County Commissioners
and
Pensacola and Perdido Bays Estuary Program, Inc.

WHEREAS, the Pensacola and Perdido Bays Estuary Program, Inc. (hereinafter referred to as "PPBEP" or "Estuary Program") and the Escambia County Board of County Commissioners (hereinafter referred to as "Escambia County" or "the County") have a mutual mission to improve the environmental quality of Escambia County; and

WHEREAS, the Estuary Program has established a regional Oyster Shell Recycling Program to aide in coastal restoration projects across the greater Pensacola Bay and Perdido Bay watersheds; and

WHEREAS, the County has an existing oyster shell recycling lot located at 5555 W. Highway 98, Pensacola, FL 32505 on Pensacola State College's (hereinafter referred to as "PSC") Warrington Campus; and

WHEREAS, the County and the Estuary Program desire to enter into this Memorandum of Understanding to provide access to the Estuary Program to operate the Shell Recycling Program.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. The County authorizes the Estuary Program and its agents and/or contractors access and site control of a portion of real property located at 5555 W. Highway 98, Pensacola, FL 32505 as identified in Exhibit 1. The Estuary Program is authorized to use the site for operation of the Oyster Shell Recycling Program to include storage, curing, and transport of recycled oyster shell.
3. The Estuary Program will work with the County and PSC to ensure the site is maintained and the Shell Recycling Program operates in a designated area agreed to by the Estuary Program, the County, and PSC.
4. Recycled shell currently onsite will be available to the Estuary Program, the County, and the Florida Department of Environmental Protection for use in coastal restoration projects located in the greater Pensacola Bay and Perdido Bay watersheds. The Estuary Program will lead coordination of access and distribution of recycled oyster shell material.
5. The County and the Estuary Program will work in good faith to mutually support the goals of the Oyster Shell Recycling Program to include sharing of equipment to transport recycled shell and in-kind support to turn recycled oyster shell to aide in the curing process.

Successors And Assigns

This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in Escambia County, Florida.

Compliance

Both Parties shall comply with all applicable laws, regulations, and ordinances of local, state, and federal governments, as well as any articles of incorporation, bylaws, rules, regulations, or policies of the Parties that may be applicable to the performance of this agreement. The Parties will obtain and maintain, at their own expense, all licenses, permits, insurance, and governmental authorizations necessary to the performance of their obligations under this Agreement.

Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or disagreements shall be finally settled by arbitration.

Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by written instrument executed by both the County and the Estuary Program.

Notice: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided.

To Escambia County:

Escambia County Board of County Commissioners
Attention: Wesley J. Moreno, County Administrator
221 Palafox Place
Pensacola, FL 32502
850-595-4900
administrator@myescambia.com

To PPBEP:

Pensacola and Perdido Bays Estuary Program, Inc.
Attention: Matthew J. Posner, Executive Director
226 Palafox Place, 5th floor
Pensacola, FL 32502
850-595-0820
mjposner@ppbep.org

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as set forth below (herein referred to as "Effective Date").

Escambia County:

Wesley J. Moreno, County Administrator
Escambia County Board of County Commissioners

Date: _____

PPBEP:

Matthew J. Posner, Executive Director
Pensacola and Perdido Bays Estuary Program, Inc.

Date: _____

Exhibit 1



Figure 1: Oyster Shell Recycling Lot is depicted in the red outline above on a portion of real property located at 5555 W. Highway 98, Pensacola, FL 32505



Agenda Item 7.f.

Approval of FY23-24 Third Quarter Financial Report

Background: The enclosed fiscal year 2023-2024 third quarter financial report covers the period April 1, 2024 through June 30, 2024. Included is the Statement of Financial Position, Statement of Activity by Class, Statement of Activity, and the General Ledger.

Recommendation: Recommend the Board approve the FY23-24 Third Quarter Financial Report.

Financial Impact: As of June 30, 2024, PPBEP has \$359,956.45 in assets and \$359,956.45 in liabilities and equity.

Legal Review: N/A

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

April - June, 2024

	TOTAL
Revenue	
Contributed income	7,414.98
Corporate & foundation grants	75,505.91
Government grants & contracts	384,161.86
In-kind donations	21,000.00
Total Contributed income	488,082.75
Donations	4,850.00
Investment income	
Interest Income	3,421.00
Total Investment income	3,421.00
Total Revenue	\$496,353.75
GROSS PROFIT	\$496,353.75
Expenditures	
Advertising & marketing	
Website ads	243.00
Total Advertising & marketing	243.00
Awards & grants to others	39,227.81
Community Involvement	800.00
Contract & professional fees	
Accounting fees	10,533.07
Legal fees	5,311.00
Total Contract & professional fees	15,844.07
Insurance	3,615.47
Meals	1,577.71
Occupancy	
Rent	42,000.00
Utilities	151.51
Total Occupancy	42,151.51
Office expenses	
Equipment lease & maintenance	38.32
Memberships & subscriptions	559.00
Merchant account fees	797.67
Office supplies	9,901.29
Printing & photocopying	112.50
Software & apps	273.98
Total Office expenses	11,682.76
Other Business Expenses	1,500.00
Payroll expenses	427.50
Employee retirement plan	18,072.29
FICA tax	6,727.79
FL SUI	281.50

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

April - June, 2024

	TOTAL
Health insurance & accident plans	15,341.06
Reimbursement	414.49
Salaries & wages	87,945.66
Total Payroll expenses	129,210.29
Purchases	5,500.00
Service Charges	300.00
Supplies	
Supplies & materials	1,782.99
Total Supplies	1,782.99
Travel	
Hotels	119.84
Total Travel	119.84
Total Expenditures	\$253,555.45
NET OPERATING REVENUE	\$242,798.30
NET REVENUE	\$242,798.30

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October 2023 - June 2024

	TOTAL
Revenue	
Contributed income	382,484.00
Corporate & foundation grants	75,505.91
Government grants & contracts	384,161.86
In-kind donations	21,000.00
Total Contributed income	863,151.77
Donations	23,355.05
Investment income	
Interest Income	8,715.63
Total Investment income	8,715.63
Total Revenue	\$895,222.45
GROSS PROFIT	\$895,222.45
Expenditures	
Advertising & marketing	
Social media	55.85
Website ads	730.00
Total Advertising & marketing	785.85
Awards & grants to others	39,227.81
Community Involvement	800.00
Contract & professional fees	
Accounting fees	36,922.50
Legal fees	32,493.00
Total Contract & professional fees	69,415.50
Entertainment Meals	6,315.12
Insurance	10,534.69
Liability insurance	278.95
Total Insurance	10,813.64
Meals	1,715.21
Occupancy	
Rent	42,000.00
Utilities	455.73
Total Occupancy	42,455.73
Office expenses	434.93
Bank fees & service charges	656.70
Equipment lease & maintenance	3,233.20
Memberships & subscriptions	2,392.48
Merchant account fees	1,189.39
Office supplies	12,006.84
Parking	21.83
Printing & photocopying	253.50
Shipping & postage	71.15

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October 2023 - June 2024

	TOTAL
Small tools & equipment	1,675.18
Software & apps	1,488.69
Total Office expenses	23,423.89
Other Business Expenses	2,250.00
Payroll expenses	1,797.50
Employee retirement plan	18,072.29
FICA tax	18,178.18
FL SUI	2,101.88
Health insurance & accident plans	43,091.57
HSA ER	4,000.00
Reimbursement	5,299.42
Salaries & wages	237,622.99
Total Payroll expenses	330,163.83
Purchases	5,500.00
Service Charges	433.00
Supplies	259.14
Supplies & materials	2,644.27
Total Supplies	2,903.41
Travel	
Airfare	34.00
Conference Expense	1,250.00
Hotels	8,006.04
Vehicle rental	1,139.74
Total Travel	10,429.78
Vehicle expenses	
Vehicle gas & fuel	182.99
Total Vehicle expenses	182.99
Total Expenditures	\$546,815.76
NET OPERATING REVENUE	\$348,406.69
NET REVENUE	\$348,406.69

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

April - June, 2024

	DONATIONS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA IJJA PENSACOLA	NOAA IJJA PERDIDO	NOAA IJJA RAE	UWF FY23-24 APPROPRIATION	TOTAL
Revenue									
Contributed income				7,414.98					\$7,414.98
Corporate & foundation grants								75,505.91	\$75,505.91
Government grants & contracts		384,161.86							\$384,161.86
In-kind donations				21,000.00					\$21,000.00
Total Contributed income		384,161.86		28,414.98				75,505.91	\$488,082.75
Donations	4,850.00								\$4,850.00
Investment income									\$0.00
Interest Income				3,421.00					\$3,421.00
Total Investment income				3,421.00					\$3,421.00
Total Revenue	\$4,850.00	\$384,161.86	\$0.00	\$31,835.98	\$0.00	\$0.00	\$0.00	\$75,505.91	\$496,353.75
GROSS PROFIT	\$4,850.00	\$384,161.86	\$0.00	\$31,835.98	\$0.00	\$0.00	\$0.00	\$75,505.91	\$496,353.75
Expenditures									
Advertising & marketing									\$0.00
Website ads				243.00					\$243.00
Total Advertising & marketing				243.00					\$243.00
Awards & grants to others		22,822.50			4,248.44	12,156.87			\$39,227.81
Community Involvement				800.00					\$800.00
Contract & professional fees									\$0.00
Accounting fees				10,533.07					\$10,533.07
Legal fees				5,311.00					\$5,311.00
Total Contract & professional fees				15,844.07					\$15,844.07
Insurance				3,615.47					\$3,615.47
Meals	1,387.00			190.71					\$1,577.71
Occupancy									\$0.00
Rent				42,000.00					\$42,000.00
Utilities				151.51					\$151.51
Total Occupancy				42,151.51					\$42,151.51
Office expenses									\$0.00
Equipment lease & maintenance				38.32					\$38.32
Memberships & subscriptions				559.00					\$559.00
Merchant account fees	157.30			640.37					\$797.67
Office supplies	3,562.00			6,339.29					\$9,901.29
Printing & photocopying				112.50					\$112.50
Software & apps				273.98					\$273.98
Total Office expenses	3,719.30			7,963.46					\$11,682.76
Other Business Expenses	1,500.00								\$1,500.00
Payroll expenses				427.50					\$427.50
Employee retirement plan	116.30		26.43	17,083.75	356.83	39.65	79.29	370.04	\$18,072.29
FICA tax	262.21	185.25	463.98	1,674.64	922.60	392.52	341.68	2,484.91	\$6,727.79
FL SUI	21.28	10.13	8.15	66.75	40.17	16.24	14.52	104.26	\$281.50
Health insurance & accident plans	570.34	391.27	932.44	4,655.79	1,869.24	464.14	528.73	5,929.11	\$15,341.06

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

April - June, 2024

	DONATIONS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA IJA PENSACOLA	NOAA IJA PERDIDO	NOAA IJA RAE	UWF FY23-24 APPROPRIATION	TOTAL
Reimbursement				414.49					\$414.49
Salaries & wages	3,427.50	2,421.56	6,064.85	21,891.66	12,060.05	5,130.98	4,466.40	32,482.66	\$87,945.66
Total Payroll expenses	4,397.63	3,008.21	7,495.85	46,214.58	15,248.89	6,043.53	5,430.62	41,370.98	\$129,210.29
Purchases				5,500.00					\$5,500.00
Service Charges		0.00		300.00					\$300.00
Supplies									\$0.00
Supplies & materials	1,604.07			178.92					\$1,782.99
Total Supplies	1,604.07			178.92					\$1,782.99
Travel									\$0.00
Hotels				119.84					\$119.84
Total Travel				119.84					\$119.84
Total Expenditures	\$12,608.00	\$25,830.71	\$7,495.85	\$123,121.56	\$19,497.33	\$18,200.40	\$5,430.62	\$41,370.98	\$253,555.45
NET OPERATING REVENUE	\$ -7,758.00	\$358,331.15	\$ -7,495.85	\$ -91,285.58	\$ -19,497.33	\$ -18,200.40	\$ -5,430.62	\$34,134.93	\$242,798.30
NET REVENUE	\$ -7,758.00	\$358,331.15	\$ -7,495.85	\$ -91,285.58	\$ -19,497.33	\$ -18,200.40	\$ -5,430.62	\$34,134.93	\$242,798.30

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October 2023 - June 2024

	DONATIONS	EPA TRASH FREE WATERS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJA PENSACOLA	NOAA IJA PERDIDO	NOAA IJA RAE	UWF FY23-24 APPROPRIATION	TOTAL
Revenue											
Contributed income	18,117.92				364,366.08						\$382,484.00
Corporate & foundation grants										75,505.91	\$75,505.91
Government grants & contracts			384,161.86								\$384,161.86
In-kind donations					21,000.00						\$21,000.00
Total Contributed income	18,117.92		384,161.86		385,366.08					75,505.91	\$863,151.77
Donations	23,355.05										\$23,355.05
Investment income											\$0.00
Interest Income	119.83				8,595.80						\$8,715.63
Total Investment income	119.83				8,595.80						\$8,715.63
Total Revenue	\$41,592.80	\$0.00	\$384,161.86	\$0.00	\$393,961.88	\$0.00	\$0.00	\$0.00	\$0.00	\$75,505.91	\$895,222.45
GROSS PROFIT	\$41,592.80	\$0.00	\$384,161.86	\$0.00	\$393,961.88	\$0.00	\$0.00	\$0.00	\$0.00	\$75,505.91	\$895,222.45
Expenditures											
Advertising & marketing											\$0.00
Social media	55.85										\$55.85
Website ads					730.00						\$730.00
Total Advertising & marketing	55.85				730.00						\$785.85
Awards & grants to others			22,822.50				4,248.44	12,156.87			\$39,227.81
Community Involvement					800.00						\$800.00
Contract & professional fees											\$0.00
Accounting fees					36,922.50						\$36,922.50
Legal fees					32,493.00						\$32,493.00
Total Contract & professional fees					69,415.50						\$69,415.50
Entertainment Meals	5,815.12				500.00						\$6,315.12
Insurance					10,534.69						\$10,534.69
Liability insurance					278.95						\$278.95
Total Insurance					10,813.64						\$10,813.64
Meals	1,387.00				328.21						\$1,715.21
Occupancy											\$0.00
Rent					42,000.00						\$42,000.00
Utilities					455.73						\$455.73
Total Occupancy					42,455.73						\$42,455.73
Office expenses					434.93						\$434.93
Bank fees & service charges	656.70										\$656.70
Equipment lease & maintenance	3,107.46				125.74						\$3,233.20
Memberships & subscriptions					2,392.48						\$2,392.48
Merchant account fees	172.28				981.11	36.00					\$1,189.39
Office supplies	3,562.00	219.00	310.00		7,915.84						\$12,006.84
Parking					21.83						\$21.83
Printing & photocopying					253.50						\$253.50
Shipping & postage					71.15						\$71.15
Small tools & equipment			172.07	1,503.11							\$1,675.18
Software & apps					1,488.69						\$1,488.69
Total Office expenses	7,498.44	219.00	482.07	1,503.11	13,685.27	36.00					\$23,423.89
Other Business Expenses	1,500.00				750.00						\$2,250.00
Payroll expenses					1,797.50						\$1,797.50
Employee retirement plan	116.30			26.43	17,083.75		356.83	39.65	79.29	370.04	\$18,072.29
FICA tax	294.34		1,778.55	898.57	7,483.70	79.63	922.60	392.52	753.97	5,574.30	\$18,178.18
FL SUI	22.02		374.93	37.91	1,109.25	26.21	40.17	16.24	37.89	437.26	\$2,101.88
Health insurance & accident plans	639.63		5,317.31	2,052.72	19,842.86	165.35	1,869.24	626.84	914.70	11,662.92	\$43,091.57
HSA ER					4,000.00						\$4,000.00
Reimbursement					985.17					4,314.25	\$5,299.42

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October 2023 - June 2024

	DONATIONS	EPA TRASH FREE WATERS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJA PENSACOLA	NOAA IJA PERDIDO	NOAA IJA RAE	UWF FY23-24 APPROPRIATION	TOTAL
Salaries & wages	3,847.50		23,248.69	11,745.68	97,630.91	1,040.90	12,060.05	5,130.98	9,855.84	73,062.44	\$237,622.99
Total Payroll expenses	4,919.79		30,719.48	14,761.31	149,933.14	1,312.09	15,248.89	6,206.23	11,641.69	95,421.21	\$330,163.83
Purchases					5,500.00						\$5,500.00
Service Charges			0.00		433.00						\$433.00
Supplies				24.82	234.32						\$259.14
Supplies & materials	1,679.07			55.39	909.81						\$2,644.27
Total Supplies	1,679.07			80.21	1,144.13						\$2,903.41
Travel											\$0.00
Airfare					34.00						\$34.00
Conference Expense										1,250.00	\$1,250.00
Hotels					2,967.74					5,038.30	\$8,006.04
Vehicle rental										1,139.74	\$1,139.74
Total Travel					3,001.74					7,428.04	\$10,429.78
Vehicle expenses											\$0.00
Vehicle gas & fuel										182.99	\$182.99
Total Vehicle expenses										182.99	\$182.99
Total Expenditures	\$22,855.27	\$219.00	\$54,024.05	\$16,344.63	\$299,490.36	\$1,348.09	\$19,497.33	\$18,363.10	\$11,641.69	\$103,032.24	\$546,815.76
NET OPERATING REVENUE	\$18,737.53	\$ -219.00	\$330,137.81	\$ -16,344.63	\$94,471.52	\$ -1,348.09	\$ -19,497.33	\$ -18,363.10	\$ -11,641.69	\$ -27,526.33	\$348,406.69
NET REVENUE	\$18,737.53	\$ -219.00	\$330,137.81	\$ -16,344.63	\$94,471.52	\$ -1,348.09	\$ -19,497.33	\$ -18,363.10	\$ -11,641.69	\$ -27,526.33	\$348,406.69

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Financial Position

As of June 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
PPBEP DONATION ACCOUNT (7423)	32,001.81
PPBEP GENERAL OPERATING ACCOUNT (7393)	22,518.99
PPBEP GRANT FUND ACCOUNT (7431)	271,958.83
PPBEP PAYROLL ACCOUNT (7407)	31,672.69
Total Bank Accounts	\$358,152.32
Other Current Assets	
Prepaid expenses	1,804.13
Total Other Current Assets	\$1,804.13
Total Current Assets	\$359,956.45
TOTAL ASSETS	\$359,956.45
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	3,860.00
Total Accounts Payable	\$3,860.00
Credit Cards	
HW Purchasing Card	3,139.12
Total Credit Cards	\$3,139.12
Other Current Liabilities	
Insurance Payable	1,890.12
Payroll wages and tax to pay	0.00
FL SUI Payable	1,145.54
Retirement contributions payable	1,514.98
Total Payroll wages and tax to pay	2,660.52
Total Other Current Liabilities	\$4,550.64
Total Current Liabilities	\$11,549.76
Total Liabilities	\$11,549.76
Equity	
Retained Earnings	256,192.56
Net Revenue	92,214.13
Total Equity	\$348,406.69
TOTAL LIABILITIES AND EQUITY	\$359,956.45

Pensacola and Perdido Bays Estuary Program, Inc.

Adjusting Journal Entries

April - June, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	DEBIT	CREDIT	CLASS
04/30/2024	Journal Entry	CRI 11		Monthly Prepaid JE	Insurance	\$601.37		General Operating
				Monthly Prepaid JE	Prepaid expenses		\$601.37	General Operating
						\$601.37	\$601.37	
05/31/2024	Journal Entry	CRI 12		Monthly Prepaid JE	Insurance	\$601.37		General Operating
				Monthly Prepaid JE	Prepaid expenses		\$601.37	General Operating
						\$601.37	\$601.37	
06/30/2024	Journal Entry	CRI 13		Monthly Prepaid JE	Insurance	\$601.37		General Operating
				Monthly Prepaid JE	Prepaid expenses		\$601.37	General Operating
						\$601.37	\$601.37	
06/30/2024	Journal Entry	CRI 14		To class pledges to Donations	Donations	\$2,200.00		
				To class pledges to Donations	Donations		\$2,200.00	Donations
						\$2,200.00	\$2,200.00	
06/30/2024	Journal Entry	CRI 15		To tie salaries, PR tax exp, reimb exp, and SUI payable to YTD reports	Payroll wages and tax to pay:FL SUI Payable		\$0.01	
				To tie salaries, PR tax exp, reimb exp, and SUI payable to YTD reports	Payroll expenses:FL SUI		\$0.06	General Operating
				To tie salaries, PR tax exp, reimb exp, and SUI payable to YTD reports	Payroll expenses:FICA tax		\$0.06	General Operating
				To tie salaries, PR tax exp, reimb exp, and SUI payable to YTD reports	Payroll expenses:Reimbursement	\$0.03		General Operating
				To tie salaries, PR tax exp, reimb exp, and SUI payable to YTD reports	Payroll expenses:Salaries & wages		\$0.03	General Operating
				To tie salaries, PR tax exp, reimb exp, and SUI payable to YTD reports	Office expenses:Office supplies	\$0.13		General Operating
						\$0.16	\$0.16	
TOTAL						\$4,004.27	\$4,004.27	



Agenda Item 7.g.

Approval of Proposed FY24-25 Operating Budget

Background: Staff has prepared the enclosed proposed operating budget for FY2024-2025. The budget proposes no new staffing over FY2023-2024 levels and includes a 3% cost of living increase for all staff and budget for merit-based raises. Personnel costs have increased from the adopted FY23-24 due to having the Project Coordinator, Assistant Project Coordinator, Operations Manager, and Environmental Technicians filled and onboarded by October 1, 2024. All but the Finance Manager position are fully grant funded. Position titles have been revised for the following positions: Project Coordinator to Restoration Program Manager, Assistant Project Coordinator to Coastal Restoration Coordinator, and Operations Manager to Finance Manager.

Other operating costs are relatively flat or reduced compared to FY23-24. Regarding equipment, the trailer is grant funded for operation of the Shell Recycling and Living Shoreline Assistance Programs.

The budget detail shows all currently active and funded grant projects under Project Workplan. The remaining grant funds not anticipated to be encumbered during FY24-25 is shown as unencumbered in the Grant Account.

Several decisions over the summer will ultimately inform the final operating budget presented to the Board for approval in September. That includes local government contribution determinations and announcement of several pending grant applications.

The final budget will be presented to the Subcommittee and Board for final approval in September.

Recommendation: Recommend the Board approve the proposed FY24-25 Operating Budget.

Financial Impact: Assuming the FY24-25 Operating Budget were approved today, the operating budget would be \$990,092.82. As mentioned above, the final budget brought to the Board for final approval in September.

Legal Review: N/A

Pensacola & Perdido Bays Estuary Program FY 2024-2025 Proposed Operating Budget

Revenue	FY23-24 Adopted	FY24-25 Proposed	
Local Contributions	\$ 277,350.00	\$ 307,350.00	
Escambia	\$ 126,350.00	\$ 126,350.00	
Gulf Breeze	\$ 10,000.00	\$ 20,000.00	
Milton	\$ 10,000.00	\$ 15,000.00	
Okaloosa	\$ 5,000.00	\$ 10,000.00	
Orange Beach	\$ 10,000.00	\$ 20,000.00	
Pensacola	\$ 30,000.00	\$ 30,000.00	
Santa Rosa	\$ 86,000.00	\$ 86,000.00	
State Contributions	\$ 1,149,999.00	\$ 1,509,558.00	
Legislative Appropriation (FY23-24)	\$ 750,000.00	\$ 528,100.00	
Legislative Appropriation (FY24-25)	\$ -	\$ 750,000.00	
Legislative NWFL WQ Appropriation	\$ 399,999.00	\$ 231,458.00	
UWF/PPBEP Appropriation (FY24-25)	\$ -	\$ -	
Competitive Grants	\$ 3,295,413.00	\$ 16,112,981.26	
NOAA BWET	\$ 50,000.00	\$ 56,119.00	
Resilient Florida	\$ 450,000.00	\$ 687,280.28	
DEP RESTORE 3b Carpenter Creek	\$ -	\$ 2,200,000.00	
NOAA IJIA Pensacola	\$ 2,183,946.00	\$ 10,993,372.00	
NOAA IJIA Perdido	\$ 367,533.00	\$ 1,628,962.00	
NOAA IJIA RAE	\$ 186,253.00	\$ 234,943.06	
FLRACEP	\$ 57,681.00	\$ 312,304.92	
NRDA SRC Septic to Sewer Monitoring	\$ -	\$ 331,077.00	
NRDA MST	\$ -	\$ 2,858,100.00	
Donations and Sponsorships	\$ 18,117.92	\$ 50,000.00	
Interest	\$ 5,294.63	\$ -	
Carry Forward	\$ 74,000.00	\$ -	
Total Revenue	\$ 4,814,879.92	\$ 17,979,889.26	
Expenditures			
Personnel	\$ 433,559.70	\$ 592,148.33	
Fringe Benefits	\$ 144,745.89	\$ 171,644.50	
Total Personnel	\$ 578,305.59	\$ 763,792.82	
Travel	\$ 20,000.00	\$ 20,000.00	
Equipment	\$ 125,000.00	\$ 7,500.00	
Trailer	\$ -	\$ 7,500.00	
Supplies	\$ 33,500.00	\$ 36,500.00	
Office Supplies	\$ 5,000.00	\$ 3,000.00	
Office Equipment	\$ 7,000.00	\$ 6,000.00	
Field Supplies	\$ 3,000.00	\$ 3,000.00	
Fuel	\$ 2,000.00	\$ 3,000.00	
Maintenance	\$ -	\$ 5,000.00	
Workshop/Meeting Refreshments/Rentals	\$ 6,500.00	\$ 6,500.00	
Education and Outreach	\$ 10,000.00	\$ 10,000.00	
Communications	\$ 4,750.00	\$ 4,800.00	
Phones	\$ 750.00	\$ 1,800.00	
Internet	\$ 500.00	\$ -	
Website Hosting/Maintenance	\$ 3,500.00	\$ 3,000.00	
Fees and Dues	\$ 21,000.00	\$ 24,500.00	
Subscriptions	\$ 9,000.00	\$ 10,000.00	
Memberships	\$ 4,500.00	\$ 5,000.00	
Sponsorship	\$ 2,500.00	\$ 2,500.00	
Professional Development	\$ 4,500.00	\$ 6,000.00	
Other Fees	\$ 500.00	\$ 1,000.00	
Contractual	\$ 10,000.00	\$ 22,000.00	
Consulting/Lobbying	\$ -	\$ 12,000.00	
Printer Lease	\$ 2,500.00	\$ 2,500.00	
Marketing Services	\$ 7,500.00	\$ 7,500.00	
Administrative Services	\$ 155,000.00	\$ 99,000.00	
Office Lease & Utilities	\$ 42,000.00	\$ 42,000.00	
Accounting	\$ 60,000.00	\$ 12,000.00	
Auditing	\$ 15,000.00	\$ 15,000.00	
Legal	\$ 20,000.00	\$ 12,000.00	
Insurance	\$ 18,000.00	\$ 18,000.00	
Other	\$ 12,000.00	\$ 12,000.00	
Fundraising	\$ 12,000.00	\$ 12,000.00	
Total Operating	\$ 381,250.00	\$ 226,300.00	
Total Personnel + Operating	\$ 959,555.59	\$ 990,092.82	
Total Work Plan	\$ 3,855,324.33	\$ 4,108,031.84	
Total Expenditures	\$ 4,814,879.92	\$ 5,098,124.66	
Grant Account Unencumbered		\$ 12,881,764.60	

Pensacola & Perdido Bays Estuary Program FY 2024-2025 Proposed Operating Budget		Funding Sources													
Revenue	FY24-25 Proposed	General Fund	Legislative Appropriation (FY23-24)	Legislative Appropriation (FY24-25)	Legislative NWFL WQ Appropriation	NOAA BWET	Resilient Florida	DEP RESTORE FPL 3b	NOAA IIAA Pensacola	NOAA IIAA Perdido	NOAA IIAA RAE	FLRACEP	NRDA SRC	NRDA MST	Donations
Local Contributions	\$ 307,350.00														
Escambia	\$ 126,350.00														
Gulf Breeze	\$ 20,000.00														
Milton	\$ 15,000.00														
Okaloosa	\$ 10,000.00														
Orange Beach	\$ 20,000.00														
Pensacola	\$ 30,000.00														
Santa Rosa	\$ 86,000.00														
State Contributions	\$ 1,509,558.00														
Legislative Appropriation (FY23-24)	\$ 528,100.00														
Legislative Appropriation (FY24-25)	\$ 750,000.00														
Legislative NWFL WQ Appropriation	\$ 231,458.00														
UW/PRBP Appropriation (FY24-25)	\$ -														
Competitive Grants	\$ 16,112,981.26														
NOAA BWET	\$ 56,119.00														
Resilient Florida	\$ 687,280.28														
DEP RESTORE 3b Carpenter Creek	\$ 2,200,000.00														
NOAA IIAA Pensacola	\$ 10,993,372.00														
NOAA IIAA Perdido	\$ 1,628,962.00														
NOAA IIAA RAE	\$ 234,943.06														
FLRACEP	\$ 312,304.92														
NRDA SRC Septic to Sewer Monitoring	\$ 331,077.00														
NRDA MST	\$ 2,858,100.00														
Donations and Sponsorships	\$ 50,000.00														
Interest	\$ -														
Carry Forward	\$ -														
Total Revenue	\$ 17,979,889.26	\$ 307,350.00	\$ 528,100.00	\$ 750,000.00	\$ 231,458.00	\$ 56,119.00	\$ 687,280.28	\$ 2,200,000.00	\$ 10,993,372.00	\$ 1,628,962.00	\$ 234,943.06	\$ 312,304.92	\$ 331,077.00	\$ 2,858,100.00	\$ 50,000.00
Expenditures															
Personnel	\$ 992,148.33	\$ 119,762.36	\$ -	\$ 52,612.22	\$ 191,212.09	\$ -	\$ 13,041.60	\$ 15,002.00	\$ 112,819.59	\$ 77,369.51	\$ 13,041.60	\$ 15,154.08	\$ -	\$ 22,133.28	\$ 20,000.00
Executive Director	\$ 104,677.66	\$ 73,274.36	\$ -	\$ -	\$ 31,003.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Senior Scientist	\$ 87,185.61	\$ -	\$ -	\$ -	\$ 30,514.96	\$ -	\$ -	\$ -	\$ 26,155.68	\$ 21,796.40	\$ -	\$ 8,718.56	\$ -	\$ -	\$ -
Community Outreach Coordinator	\$ 60,198.01	\$ -	\$ -	\$ 15,049.50	\$ 15,049.50	\$ -	\$ -	\$ -	\$ 15,049.50	\$ 15,049.50	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental Scientist	\$ 64,355.20	\$ -	\$ -	\$ -	\$ 32,177.60	\$ -	\$ -	\$ -	\$ 16,088.80	\$ -	\$ -	\$ 6,435.52	\$ -	\$ 9,653.28	\$ -
Community Outreach Assistant	\$ 44,133.44	\$ -	\$ -	\$ 22,066.72	\$ 22,066.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Finance Manager	\$ 61,984.00	\$ 46,488.00	\$ -	\$ 15,496.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restoration Program Manager	\$ 60,008.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,002.00	\$ 30,004.00	\$ 15,002.00	\$ -	\$ -	\$ -	\$ -	\$ -
Coastal Restoration Coordinator	\$ 52,166.40	\$ -	\$ -	\$ -	\$ -	\$ 13,041.60	\$ -	\$ -	\$ 13,041.60	\$ 13,041.60	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental Technician	\$ 37,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,480.00	\$ 12,480.00	\$ -	\$ -	\$ -	\$ 12,480.00	\$ -
Internships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
Fringe Benefits	\$ 171,644.50	\$ 35,928.71	\$ -	\$ 15,783.67	\$ 39,363.63	\$ -	\$ 3,912.48	\$ 4,500.60	\$ 33,845.88	\$ 23,210.85	\$ 3,912.48	\$ 4,546.22	\$ -	\$ 6,639.98	\$ -
Total Personnel	\$ 763,792.82	\$ 155,691.07	\$ -	\$ 68,395.89	\$ 170,575.71	\$ -	\$ 16,954.08	\$ 19,502.60	\$ 146,665.46	\$ 100,580.36	\$ 16,954.08	\$ 19,700.31	\$ -	\$ 28,773.26	\$ 20,000.00
Travel	\$ 20,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Trailer	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 36,500.00	\$ 16,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 3,000.00	\$ 2,000.00	\$ -	\$ 1,000.00	\$ 1,500.00	\$ -
Office Supplies	\$ 3,000.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -
Office Equipment	\$ 6,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Supplies	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -
Fuel	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -
Maintenance	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Workshop/Meeting Refreshments/Rentals	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Education and Outreach	\$ 10,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
Communications	\$ 4,800.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phones	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website Hosting/Maintenance	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees and Dues	\$ 24,500.00	\$ 24,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memberships	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsorship	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Development	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Fees	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting/Lobbying	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printer Lease	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Services	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Services	\$ 99,000.00	\$ 99,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Lease & Utilities	\$ 42,000.00	\$ 42,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auditing	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
Fundraising	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
Total Operating	\$ 226,900.00	\$ 181,300.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 3,000.00	\$ 14,500.00	\$ -	\$ 1,000.00	\$ 1,500.00	\$ 12,000.00
Total Personnel + Operating	\$ 990,092.82	\$ 336,991.07	\$ 7,000.00	\$ 68,395.89	\$ 170,575.71	\$ -	\$ 16,954.08	\$ 19,502.60	\$ 152,665.46	\$ 103,580.36	\$ 31,454.08	\$ 19,700.31	\$ 1,000.00	\$ 30,273.26	\$ 32,000.00
Project Workplan	\$ 4,108,031.84	\$ 10,000.00	\$ 341,000.00	\$ 515,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,832,548.82	\$ 318,404.32	\$ 71,078.70	\$ 20,000.00	\$ -	\$ -	\$ -
State of the Bays Report	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website Update	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Seagrass Monitoring	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fisheries Trawling Survey	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
National Coastal Conditions Assessment	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Quality Monitoring Program	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oyster Lureal Study	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oyster Restoration Initiative - Design	\$ 1,300,000.00	\$ -	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oyster Shell Recycling Program	\$ 71,078.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,078.70	\$ -	\$ -	\$ -	\$ -	\$ -
Living Shoreline Assistance Program	\$ 271,500.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,750.32	\$ 135,750.32	\$ -	\$ -	\$ -	\$ -	\$ -
Community Grant Program	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Orange Beach Perdido Subaward	\$ 122,435.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,435.00	\$ -	\$ -	\$ -	\$ -	\$ -
DEP NOAA Subaward	\$ 48,032.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,032.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEP FLRACEP Subaward	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
TNC NOAA Subaward	\$ 98,766.00	\$ -	\$ -	\$ -											