



## Board of Directors Meeting

February 4, 2026, at 1:30 p.m. CT

Gulf Breeze Council Chambers

1070 Shoreline Drive, Gulf Breeze, FL 32561

### 1. Call to Order

### 2. Roll Call

### 3. Public Comment

### 4. Approval of Board Agenda

*Recommend the Board approve February 4, 2026, meeting agenda.*

### 5. Approval of December 3, 2025, Board Minutes

*Recommend the Board approve December 3, 2025, meeting minutes.*

### 6. Staff Updates

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

### 7. Action Items

#### a. Election of 2026 Chairman and Vice Chairman

*Recommend the Board elect a Chairman and Vice Chairman for 2026, and affirm members of the Board of Directors.*

#### b. Affirm 2026 Bank Signature Authority

*Recommend the Board affirm calendar year 2026 signature authority for the Chairman, Vice Chairman, and Executive Director for Pensacola and Perdido Bays Estuary Program's Hancock Whitney Bank accounts.*

#### c. Approval of a Subaward Agreement with Santa Rosa County, in the amount of \$341,077, for the Santa Rosa County Septic to Sewer Conversion Project

*Recommend the Board approve, and authorize the Executive Director to sign, a Subaward Agreement with Santa Rosa County, in the amount of \$341,077, for the Santa Rosa County Septic to Sewer Conversion Project to perform pre- and post-construction monitoring.*

#### d. Approval of National Fish and Wildlife Foundation Grant Award No. 0318.26.088194, in the amount of \$1,380,000, for the Carpenter Creek Restoration Project

*Recommend the Board approve, and authorize the Executive Director to execute, National Fish and Wildlife Foundation Grant 0318.26.088194, in the amount of \$1,380,000, for the*



*Carpenter Creek Restoration Project.*

- e. **Approval of a Letter to the Florida Legislature Regarding PPBEP's Legislative Budget Request**  
*Recommend the Board approve transmitting a letter to the Northwest Florida Legislative Delegation, and the House and Senate Appropriation Committee Chairs, urging them to support PPBEP's Legislative Budget Request.*

**8. Committee Updates**

**9. Board Updates**

**10. Public Comment**

**11. Adjourn**



## Board of Directors Meeting Minutes

December 3<sup>rd</sup>, 2025, at 1:30 p.m. CT

Orange Beach City Council Chambers

4099 Orange Beach Blvd, Orange Beach AL 36561

*Meeting Audio Recording Available Upon Request*

### Members Present

Colten Wright, Chair	Santa Rosa County
Jared Moore, Vice Chair	City of Pensacola
Vernon Compton	City of Milton
Ashlee Hofberger	Escambia County
Kerry Smith	Santa Rosa County
Woody Speed	City of Orange Beach
Tim Burr	City of Gulf Breeze
Mike Norberg	Okaloosa County

### Members Absent

Ben Boutwell	Town of Century
Mike Kohler	Escambia County

### Interested Parties Present

Matt Posner	PPBEP
Whitney Scheffel	PPBEP
Samantha Pitts	PPBEP
Zach Schang	PPBEP
Paige Lansky	PPBEP
Mary Jane Bass	Beggs & Lane
Phillip West	City of Orange Beach
Darryl Boudreau	NFWFMD
Kate Dawson	Moffat & Nichol
Dillon Draughn	Moffat & Nichol
Mona Amodeo	idgroup
Jim Sparks	idgroup

### 1. Call to Order

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

Staff called the roll. A quorum was present.

### 3. Public Comment

None



#### 4. Approval of Board Agenda

With no objection, the Board accepted the agenda as presented.

#### 5. Approval of September 24, 2025, Board Minutes

Commissioner Ahslee Hofberger (Escambia County) made a motion to approve the September 24, 2025, meeting minutes. Mr. Mike Norberg (Okaloosa County) seconded the motion. The motion passed unanimously.

#### 6. Presentations

##### a. Perdido Islands Restoration Project (*Kate Dawson, Moffat & Nichol*)

Kate Dawson presented on the Lower Perdido Islands Restoration project, including the basis of project design, lessons learned and current status of various restoration areas. Preliminary project discussions began in 2018 and the project completed construction in early 2025; with several years of post-construction monitoring being implemented by various project partners.

##### b. Presentation of the PPBEP 2025 Strategic Plan (*Matt Posner, Executive Director and Whitney Scheffel, Sr Scientist*)

Staff gave a high-level overview of the PPBEP 2025 Strategic Plan, created in coordination with idgroup. The Strategic Plan is intended to serve as living document to guide the organizational growth of PPBEP through the next 5 years through clear, measurable goals within five Areas of Strategic Focus.

#### 7. Staff Updates

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

##### i. Welcome Samantha Pitts, Outreach and Education Program Manager

Matt Posner (*Executive Director*) introduced Samantha Pitts as the new Outreach and Education Program Manager. Samantha recently came from Escambia County where she spent 7 years as the Coastal Program Manager. At PPBEP, she will be responsible for overseeing the broader education and outreach strategy of the program.

##### ii. Evening for the Estuaries

The third annual Evening for the Estuaries raised \$24,300 for the program and featured nearly 40 Silent Auction items, fresh shucked oysters and animal ambassadors. Staff presented the Jessica Bibza partner of the Year Award (Rick O'Connor, Florida Sea Grant), Volunteer of the Year Award (Diane Bolter) and Project of the Year Award (Lower Perdido Islands, Moffat & Nichol, City of Orange Beach & The Nature Conservancy).

##### iii. Vessel Update

Staff picked up the new PPBEP vessel, a 24' Hanko, the Monday before Thanksgiving. The Yamaha Rightwaters Foundation will be donating the engine and Posner Marine will be donating the labor for installation. Staff expect the



motor to be delivered in early January, so the vessel should be ready for field work in early 2026. Mr. Norberg and Chairman Wright expressed interest in reaching out to Rightwaters Foundation to thank them for their donation and support of the program.

**iv. Operations Manager Position**

The PPBEP Operations Manager is currently open and posted on the program's website. The position will close December 21<sup>st</sup>.

**v. Association of National Estuary program (ANEP) Conference**

Matt Posner (*Executive Director*) attended the ANEP Conference in Mobile, Alabama. As an official NEP, PPBEP was invited to participate next year and look forward to bringing the full team to the next ANEP conference to collaborate with other NEP programs.

**vi. 2026-2027 Legislative Budget Request**

Staff received confirmation that Representative Andrade submitted the Legislative Budget Request of \$990,000 which will support the Pensacola Bay Oyster Restoration Initiative, Carpenter Creek Restoration, PPBEP Monitoring Program and Community Outreach and Education.

**vii. EPA Awards \$750,000 for the Water Quality Monitoring Collaborative**

The EPA has awarded a \$750,000 grant to PPBEP to establish the Water Quality Monitoring Collaborative, which will establish monthly water quality stations at 30 locations across the Pensacola and Perdido Bays Watersheds. Staff are planning a kick-off meeting with partners before the holidays, with data collection beginning in 2026.

**viii. NFWF Awards \$1.3 million for Carpenter Creek Restoration**

The National Fish and Wildlife Foundation National Coastal Resiliency Fund awarded the PPBEP \$1.3 million to fully fund final design of the Carpenter Creek restoration project.

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

**i. Fall Monitoring Events**

Staff conducted the final C-STARS Living Shoreline monitoring event of the year and have received an extension for a third year which will also include SAV extent at applicable locations. Staff also finished the Spat and Larval Monitoring for the year, which has included collecting 140 plankton samples, 441 water samples and 470 spat tiles over 7 deployments. Staff, with support from Zach Darnell, EPA Gulf Coast Research Lab also conducted juvenile fish trawls and seagrass surveys. PPBEP staff will be leading the surveys now that a vessel has been procured.



**ii. Seagrass Mapping**

PPBEP will be partnering with the University of Southern Mississippi to collect additional aerial and satellite imagery of seagrass extent throughout the watershed. This is an update to previous effort conducted in 2022.

**iii. CERF 2025**

Select staff members attended the Coastal and Estuarine Research Federation Conference in Richmond, VA which provided a great opportunity to connect with other estuary program staff from across the country and how traditional and tribal ecological knowledge can be incorporated into more traditional scientific restoration efforts.

**iv. Carpenter Creek Restoration** *(Zach Schang, Restoration Coordinator)*

Staff and Moffat and Nichol have been working to secure access agreements from 273 individual owners to conduct data collection along the creek corridor. The Project team conducted two rounds of door knocking, held a Property Owner Open House and continued to engage the community about the project and to secure access agreements. A Creek Stewardship Committee has been established which will help guide the planning process over the next three years. Staff thanked Rand Hicks and community advocates like him who have been integral into engaging local owners and connecting them to the project team.

**v. Oyster Restoration Initiative** *(Zach Schang, Restoration Coordinator)*

Staff and Jacobs Engineering have been working on the permitting and design approach to help set the project up for long-term success. Staff are currently developing design “templates” with the necessary construction specifications that can be combined into various layouts to design impactful restoration designs based on current modeling and data.

**vi. Living Shoreline Assistance Program** *(Paige Lansky, Coastal Restoration Coordinator)*

Staff provided an update on the Living Shoreline Assistance Program (LSAP). Since the last Board meeting presentation, staff have narrowed their interested property list down to 6 full-implementation sites and provided basic support for an additional 18 sites in the Perdido Bay watershed. The federal shutdown delayed permitting approval; however staff will be moving forward with permit submittal in early 2026 and hope to begin construction in Spring 2026. Staff will also be moving into the Pensacola Bay phase of the project, with the first Open House scheduled for late January in Pensacola.

Staff and the Board had discussions about easing DEP permitting requirements



for living shorelines projects and the impact of public perception of Vibrio on living shoreline and oyster restoration projects, and what the role of PPBEP could be in addressing this issue.

c. **Outreach Update** (*Samantha Pitts, Outreach and Education Program Manager*)

i. **National Estuaries Week**

Staff hosted a series of extremely successful events for National Estuaries Week, including: a Vertical Oyster Garden (VOG) event with OysterCorp at Gary's Biergarten, "Bringing Back the Bayou" Lunch and Learn with Florida Sea Grant and local Extension agents that focused on water quality; and the Community Grant Symposium where the 2024-2025 awardees presented on their projects and staff announced the 2025-2026 slate of awarded grants.

ii. **Fall Outreach Events**

The November Restoration Ramble took place on the Rainwater Perdido River Preserve and was well attended, despite being reschedule from an earlier date in April. Staff also presented at the Escambia County Marine Advisory Committee Annual Water Way condition report on the 2025 State of the Bays report, Carpenter Creek, Oyster Restoration Initiative, the Living Shoreline Assistance Program and the Panhandle Manatee program.

8. **Action Items**

- a. **Approval of an Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT), in the amount of \$322,048.06, for RFQ P2425-02 Sediment Reduction Prioritization Action Plan**  
Councilman Burr made a motion to approve the Action Items 8a-8g. Commissioner Hofberger seconded. The motion passed unanimously.
- b. **Approval of an Agreement with the University of Southern Mississippi, in the amount of \$112,609, for RFP P2425-03, for submerged aquatic vegetation mapping of Pensacola and Perdido Bays**  
Councilman Burr made a motion to approve the Action Items 8a-8g. Commissioner Hofberger seconded. The motion passed unanimously.
- c. **Acceptance of EPA Notice of Award Number 05D42125, in the amount of \$750,000, for the Water Quality Monitoring Collaborative**  
Councilman Burr made a motion to approve the Action Items 8a-8g. Commissioner Hofberger seconded. The motion passed unanimously.
- d. **Approval of a Contract with Jacobs Engineering Group, in the amount of \$24,982, for Compound Flood Model Technical Review Support**  
Councilman Burr made a motion to approve the Action Items 8a-8g. Commissioner Hofberger



seconded. The motion passed unanimously.

**e. Approval of the 2026 Holiday Schedule**

Councilman Burr made a motion to approve the Action Items 8a-8g. Commissioner Hofberger seconded. The motion passed unanimously.

**f. Approval of the 2026 Board Meeting Schedule**

The March 18<sup>th</sup> Board Meeting conflicts with Spring Break. Staff will reschedule the March meeting accordingly.

Councilman Burr made a motion to approve the Action Items 8a-8g. Commissioner Hofberger seconded. The motion passed unanimously.

**g. Approval of the 2026 Travel Schedule**

Councilman Burr made a motion to approve the Action Items 8a-8g. Commissioner Hofberger seconded. The motion passed unanimously.

**9. Discussion**

**a. Executive Director Annual Evaluation & Evaluation Process**

Chairman Wright recently completed the Executive Director's Annual Evaluation. There has never been an established protocol but requested the Executive Director to develop a formal, written policy for a streamlined and transparent process. A form was developed for the 2025 evaluation which was used and provided to the Board under separate cover.

Chairman Wright expressed a desire for more of the Board to participate in the evaluation for a more balanced process. Councilman Burr suggested that several Board Members are charged with evaluating the Director and individual evaluations would be compiled into an aggregate evaluation to be finalized by the Chairperson. Mary Jane Bass, PPBEP counsel provided input on the Sunshine Law requirements and how to incorporate individual feedback while remaining compliant.

Chairman Wirght made a motion to establish an Executive Committee comprising of the Chair, Vice Chair and two appointees at the September meeting annually with the purpose to conduct the annual Executive Director evaluation. Councilman Tim Burr seconded the motion. The motion passed unanimously.

**b. Organizational Policy on Taking Legislative Policy Positions**

Chairman Wright made a motion to approve the policy as presented. Councilman Burr seconded the motion. The motion passed unanimously.

**10. Committee Updates**

None

**11. Board Updates**



- a. Councilman Burr: Gulf Breeze has 5 sailboats anchored within a seagrass bed off Gulf Breeze, some that appear to be derelict, and would like guidance from the program for how to be deal with the issue. Staff will bring back a policy brief for derelict vessels and local government roles and responsibilities.
- b. Mr. Compton: UWF, the Long Leaf Alliance and Florida Forest Service are hosting a West Florida Fire and Nature festival on the UWF Edward Ball Nature Trail on March 7<sup>th</sup> 2025. He congratulated Kerry Smith and Colton Wright of the Santa Rosa County Commission for receiving the Civic Con Environmental Award for their East River Nature Preserve establishment.

**12. Public Comment**

None

**13. Adjourned**



## Agenda Item 7.a.

### Election of 2026 Board Chairman and Vice Chairman

Background: Per Article 5, Section 4 of the Board Bylaws, Board officers will be elected in January of each calendar year and serve a one-year term. Officers may be re-elected to multiple terms. Officers may be elected by a simple majority vote of the Board.

Recommendation: Recommend the Board elect a Chairman and Vice Chairman for 2026, and affirm Board members as Directors of the corporation.

2026 Board of Directors:

Ben Boutwell – Town of Century Appointee  
Tim Burr – City of Gulf Breeze Appointee  
Vernon Compton – City of Milton Appointee  
Mike Kohler – Escambia County Appointee  
Jared Moore – City of Pensacola Appointee  
Kerry Smith – Santa Rosa County Appointee  
Woody Speed – City of Orange Beach Appointee  
Steve Stroberger – Escambia County Appointee  
Colten Wright – Santa Rosa County Appointee  
Vacant – Okaloosa County Appointee

Financial Impact: None.

Legal Review: N/A



## Agenda Item 7.b.

### Affirm 2026 Bank Signature Authority

Background: Per the Unanimous Written Consent to Resolutions, the Chairman and Vice Chairman are authorized to designate officers and agents to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any such account.

Recommendation: Recommend the Board affirm calendar year 2026 signature authority for the Chairman, Vice Chairman, and Executive Director for Pensacola and Perdido Bays Estuary Program's Hancock Whitney Bank accounts.

Financial Impact: None.

Legal Review: N/A



### Agenda Item 7.c.

#### **Approval of a Subaward Agreement with Santa Rosa County, in the amount of \$341,077, for the Santa Rosa County Septic to Sewer Conversion Project**

Background: The Pensacola and Perdido Bays Estuary Program (PPBEP) will implement a water quality monitoring and data collection program in support of Santa Rosa County's Septic-to-Sewer Conversion Initiative. This project will assess the effectiveness of septic-to-sewer conversions in improving water quality by tracking nutrient and bacterial reductions in both groundwater and surface water. Monitoring will be completed pre- and post-construction at approximately 20 locations in the project area on a quarterly basis. In addition to water-quality monitoring and reporting, PPBEP will coordinate an outreach campaign with Santa Rosa County and local utilities to encourage sewer connections in areas near priority surface waters, supporting public awareness and participation in the County's conversion program. This work directly supports PPBEP's Comprehensive Conservation and Management Plan (CCMP): A Prescription for Healthy Bays, advancing regional goals for nutrient reduction, ecosystem restoration, and shellfish water protection.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, a Subaward Agreement with Santa Rosa County, in the amount of \$341,077, for the Santa Rosa County Septic to Sewer Conversion Project to perform pre- and post-construction monitoring.

Financial Impact: Acceptance of the Subaward Agreement will increase revenue in the Grant Account by \$341,077.

Legal Review: General Counsel has reviewed and approved the Agreement.

# SANTA ROSA COUNTY SEPTIC TO SEWER PROJECT

## SUBRECIPIENT AGREEMENT (Grant Award DH022) BETWEEN PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM AND SANTA ROSA COUNTY, FLORIDA

THIS SUBRECIPIENT AGREEMENT (the Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (hereinafter referred to as the “Effective Date”) by and between **Santa Rosa County, Florida**, (hereinafter referred to as the “County”), with an address of 6495 Caroline Street, Milton, FL. 32570, by and through its Board of County Commissioners and **Pensacola and Perdido Bays Estuary Program** (hereinafter referred to as the “Subrecipient”), with an address of 226 Palafox Pl, Pensacola, FL 32502, and having a **SAM UEI number of W4XTAT4CFNP4** for the receipt of subaward funds made available through a Florida Dept. of Environmental Protection award to the County.

WHEREAS, pursuant to the Oil Pollution Act (OPA), Title 33 United States Code §§ 2701 et seq., and the laws of individual affected states, federal and state agencies, Indian tribes, and foreign governments act as trustees on behalf of the public to assess injuries to natural resources and their services that result from an oil spill incident, and to plan for restoration to compensate for those injuries; and

WHEREAS, Under the authority of OPA, the Deepwater Horizon (DWH) Trustees conducted a natural resource damage assessment (NRDA) to assess the impacts of the DWH oil spill on natural resources and their services and prepared the *2016 Deepwater Horizon Oil Spill Final Programmatic Damage Assessment and Restoration Plan/Programmatic Environmental Impact Statement (PDARP/PEIS)* which outlines a comprehensive restoration plan at the programmatic level to guide and direct ecosystem-level restoration efforts; and

WHEREAS, The Florida Trustee Implementation Group (FL TIG) is responsible for restoring natural resources and their services within the Florida Restoration Area that were injured by the DWH oil spill. The FL TIG includes Trustees from two state and four federal agencies: the Florida Department of Environmental Protection; the Florida Fish and Wildlife Conservation Commission; the United States Department of Commerce, represented by the National Oceanic and Atmospheric Administration; the United States Department of the Interior, represented by the United States Fish and Wildlife Service, National Park Service, and Bureau of Land Management; the United States Department of Agriculture; and the United States Environmental Protection Agency; and

WHEREAS, the County submitted the Santa Rosa County Septic to Sewer Conversion Program to the FDEP for consideration in the FL TIG’s restoration plans and was included as preferred project **WQ6**, in the July 2024 *FLTIG Final Restoration Plan 3 and Environmental Assessment (RP3/EA)*, allocating \$22,797,000 for the program; and

WHEREAS, the COUNTY has been awarded \$21,711,330 by the Florida Department of Environmental Protection (FDEP) under the Catalog of State Financial Assistance (CFSA 37.081) grant award agreement number DH022, project number N5303 awarded to the County on May 1, 2025 (hereinafer the “Award”); and

WHEREAS, a portion of the state funds obligated to the County will be passed-through and sub-awarded to the Subrecipient in amount not to exceed \$341,077 for data collection, outreach and monitoring as defined by the approved workplan and the Award (Attachments A and B); and

WHEREAS, the Subrecipient represents as indicated by an application and risk assessment submitted to Santa Rosa County or other factors that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein, and now therefore;

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE AND AGREED UPON TO BE KEPT HEREIN, THE COUNTY AND THE SUBRECIPIENT DO MUTUALLY AGREE AS FOLLOWS:

**1.0 SCOPE OF WORK, REPRESENTATIONS AND WARRANTIES:**

1.1 The Subrecipient shall fully perform the activities attached hereto as Attachment A (herein the "Project"), in accordance with the Award (Attachment B) the allocation of funds indicated therein, and the terms and conditions of this Agreement.

1.2 Subrecipient shall submit to the County progress reports as indicated in subtask 6.2 of the Award (Attachment B). These documents shall be submitted along with all required financial documentation of grant eligible expenditures for reimbursement during the program period beginning February 1, 2026 ending December 31, 2030.

1.3 Subrecipient represents and warrants that the Project must follow all applicable state, local and federal laws, regulations, requirements, and that the Subrecipient will adhere to the following Terms and Conditions set forth by the Florida Department of the Environmental Protection in grant agreement DH022.

1.4 Subrecipient represents and warrants that any change, addition, or supplement to the approved Project Scope of Work requires advance written approval from the County and may require authorization from FDEP.

**2.0 FUNDING**

2.1 The County and the Subrecipient agree that the budget submitted for the Project as shown as part of Subrecipient's application for the **Allocated Sum of \$341,077** attached hereto and incorporated herein as Attachment A, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.

2.2 Allowable costs shall be reimbursable and determined in accordance with the approved planned activity for the project and documentation of completion.

2.3 The County reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the subrecipients lack of satisfactory performance under the terms of this Agreement. The subrecipient's efforts to correct the rejected deliverables will be at the subrecipient's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the County and FDEP in accordance with the Agreement requirements. The County, at its option, may allow additional time within which the subrecipient may remedy the objections noted. The Subrecipient's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

2.4 The reimbursement payment shall be provided upon request from the Subrecipient, within a time period mutually agreed upon in writing by both parties, but no more frequently than on a quarterly basis.

2.5 The Subrecipient shall submit to the County, through its Office of Management & Budget any and all documents verifying the request for payment, herein "Verifying Documents." Verifying Documents may include, but are not limited to:

- (a) An invoice for reimbursement that includes copies of applicable invoices for each eligible expense from subcontractors, consultants, and vendors, clearly identifying the grant number and approved project.
- (b) Within ten (10) working days of receipt of Verifying Documents, the County shall, in its reasonable discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the reasonable discretion of the County, it is determined there are any errors in the Verifying Documents, the County shall notify the Subrecipient within ten (10) working days of receipt of the Verifying Documents. The Subrecipient shall submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors.
- (c) Upon determination by the County that Verifying Documents are approved, the County will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the County. The County reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the reasonable satisfaction of the County.
- (d) In no event shall the County be obligated to reimburse for any Verifying Documents older than one hundred-twenty (120) days from the date of receipt by the Subrecipient from a vendor.

2.6 The final payment of funds will be made only after project completion and submission of all required documentation and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review and final acceptance by FDEP, the grant funding agency. Should the funding agency refuse to reimburse the County for items determined by the funding agency to be ineligible expenses, the Subrecipient shall be determined in non-compliance with this Agreement and funds shall be repaid or recaptured.

- (a) The County will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within 45 days after the end of the period of performance, the Subrecipient must submit any outstanding reports, as well as any required reporting on subcontracts. The Subrecipient must liquidate all obligations incurred under this Award no later than 45 calendar days after the end of the period of performance, unless the Subrecipient requests and with the approval from the County and FDEP, an extension.

2.7 All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

2.8 The Subrecipient consents and agrees that in the event of a final determination of non-compliance, the Subrecipient shall immediately remit repayment of the ineligible expenses to the County. In the alternative, any other funds due and payable to the Subrecipient from the County may be retained by the County for purposes of recapture. Recapture may result from any non-compliance, including but not limited to failure to complete the Project within the specified time or failure to complete the Project in accordance with applicable provisions of this Agreement, or other applicable law or guidance.

### **3.0 INCORPORATION OF LAW, RULES, REGULATIONS AND POLICIES**

3.1 Both the Subrecipient and the County shall be governed by applicable federal, state and local laws, rules, regulations and agreements.

3.2 This agreement is subject to the State of Florida Department of Environmental Protection Standard Grant Agreement Standard Terms and Conditions Applicable to Grant Agreements including:

Compliance with the following Civil rights and regulations:

- (a) Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
  - i.* Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - ii.* Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iii.* Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - iv.* 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - v.* United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits));
- (b) State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(111), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i.* Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii.* Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.
- (c) The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- (d) This agreement is subject to 31 CFR. Part 19 Governmentwide Debarment and Suspension (Non-procurement) and 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **4.0 PERIOD OF AGREEMENT**

4.1 The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect as to its provisions, terms and conditions until December 31, 2030, unless terminated earlier in accordance with the provisions of section 14.0 of this Agreement.

#### **5.0 MODIFICATION OF CONTRACT**

5.1 Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto and attached to the original of this Agreement. Modification may require formal approval from the County and authorization from the Florida Department of Environmental Protection.

#### **6.0 RECORDKEEPING, PROCUREMENT AND CONTRACTING**

6.1 All financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to this award must be retained for a period of three years from the date of submission of the final expenditure report.

- (a) If any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

6.2 All records, including the supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work (Attachment A) and all other applicable laws and regulations. The Subrecipient agrees to implement and maintain a recordkeeping and financial management system sufficient to meet state reporting requirements and to document that program funds have been used in accordance with applicable law.

6.3 The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement shall allow access to records at reasonable times to the County, its employees or agents. "Reasonable" shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County. To the extent that the Subrecipient uses the services of subcontractors and consultants in the performance of the Subrecipient's duties and obligations under this Agreement, this Section 6.0 – 6.3 must be contained in any subcontract or consultant agreement.

#### **7.0 PUBLIC RECORDS**

7.1 The Subrecipient shall comply with public records laws Chapter 119, Florida Statutes, to the Subrecipient's duty to provide public records specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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.

- (c) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Subrecipient or keep and maintain public records required by the public agency to perform the service. If the Subrecipient keeps and maintains public records upon completion of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (d) **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (850)983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 Caroline Street, Suite C, Milton, Florida 32570.**

7.2 The Subrecipient shall comply to a request for record. Noncompliance includes:

- (a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Subrecipient of the request, and the Subrecipient must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- (b) If a Subrecipient does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (c) A Subrecipient who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

## **8.0 COUNTY RECOGNITION**

8.1 The Subrecipient shall ensure recognition of the role of the County and the FL TIG in providing funding for the Project. All deliverables developed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created to promote the Project shall acknowledge the County and the FL TIG as providing funding for the Project.

## **9.0 REPORTS**

9.1 The Subrecipient shall keep in close contact with the County and will notify the County of any contact information or Project circumstance changes. The County will issue official letters, call official meetings and require documentation to be submitted on a periodic basis. The Subrecipient will provide a prompt response to the County to ensure Project timelines are met and compliance with the state and federal government are achieved.

9.2 The Subrecipient shall submit *quarterly* activity reports to the County. Reports shall be submitted by the agreed-upon date and format. If any photographs were taken during the quarter, the Subrecipient shall provide via email project photographs in jpg format, explanations of the photographs, and a summary of progress in for each action item, suitable for posting to a project-related web page.

9.3 If all required documentation and cooperation are not provided by the Subrecipient to the County, the County may withhold further payments until such documentation and cooperation are completed. The County may terminate the Agreement with the Subrecipient if reports are not received within thirty (30) days after written notice from the County.

9.4 Upon reasonable notice, the Subrecipient shall provide such additional Project updates or information as may be required by the County. "Reasonable notice" shall be defined as ten (10) business days.

## **10.0 MONITORING**

10.1 The Subrecipient shall constantly monitor the project performance under this Agreement to ensure that time schedules are being met; the Scope of Work is being accomplished within specified time periods and other performance goals are being achieved. Such a review shall be made for each function or activity as set forth in Attachment A to this Agreement and the terms and conditions of the Agreement. The County may perform on-site or other types of Project monitoring as it deems necessary. Should activities or deliverables be found to be insufficient in meeting the stated terms of this contract, the County may request explanations, amendments or further specifications to the submitted report to which the Subrecipient shall promptly respond.

## **11.0 LIABILITY**

11.1 The Subrecipient agrees to be fully responsible for its own negligent acts or omissions or tortuous acts. Nothing herein shall be construed as consent by the County or a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

## **12.0 INDEPENDENT CONTRACTOR**

12.1 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

## **13.0 GENERAL INDEMNIFICATION**

13.1 Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

## **14.0 DEFAULT, REMEDIES, NON-COMPLIANCE, TERMINATION**

14.1 If any of the following events occur ("Events of Default"), all obligations on the part of the County to make any further payment of funds hereunder shall, if the County so elects, terminate and the County may at its option exercise any of the remedies set forth herein; the County may take, any

payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment:

- (a.) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with the County shall at any time be false or misleading in any respect, or if the Subrecipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the County, and has not cured such in a timely fashion or is unable or unwilling to meet its obligations thereunder;
- (b.) If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information;
- (c.) If the Subrecipient failed to perform and complete in a timely fashion any of the Project work required under the Budget and Scope of Work attached hereto as Attachments A;

14.2 Upon the happening of an Event of Default, then the County may, at its option, upon written notice to the Subrecipient and upon the Subrecipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the County from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- (a.) Terminate this Agreement, provided that the Subrecipient is given at least fifteen (15) days prior to the written notice of such termination. The notice shall be effective when placed in the United States mail, postage prepaid by registered or certified mail-return receipt requested, to the address set forth in paragraph 15.0 herein;
- (b.) Commence an appropriate legal or equitable action to enforce performance of this Agreement;
- (c.) Withhold or suspend payment of all or any part of a request for payment;
- (d.) Exercise any corrective or remedial actions, to include, but not be limited to, requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible; and,
- (e.) Exercise any other action or remedies which may be otherwise available under law.

14.3 The County may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, material misrepresentation in the grant application; misuse of funds; fraud, lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Subrecipient to permit public access to any document, paper, letter or other material forming part of the Project documents.

14.4 The Subrecipient shall return funds to the County if found in non-compliance with laws, rules, and regulations governing the use of the funds made available pursuant to this Agreement.

14.5 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Subrecipient. The County may withhold any payments to the Subrecipient, from this or any other agreement between the Subrecipient and the County, for the

purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

**15.0 NOTICE AND CONTACT**

15.1 All notices provided under or pursuant to this Agreement shall be in writing, either through email, hand delivery, first-class mail, certified mail or return requested to the representative identified below and the said notification attached to the original of this Agreement.

15.2 The names and addresses of the County contract managers for this Agreement are:

Name: **Naisy Dolar**  
Title: **Grants, Finance & Compliance Senior Manager**  
Address: **6051 Old Bagdad Hwy, Suite 301  
Milton, FL 32583**  
Telephone: **(850) 981-2019**  
Email: **naisyd@santarosa.fl.gov**

15.3 The names and addresses of the Representatives of the Subrecipient responsible for the administration of this Agreement are:

Project Manager/Administrative Representative  
Name: **Matt Posner**  
Title: **Executive Director**  
Address: **226 Palafox Place, 5<sup>th</sup> floor  
Pensacola, FL 32502**  
Telephone: **850.595.0820**  
Email: **mjposner@ppbep.org**

15.4 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in Section 15.2 and 15.3 above.

**16.0 OTHER PROVISIONS**

16.1 The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in the Application, in any subsequent submission or response to the County request or in any submission or response to fulfill the requirements of the Agreement and such information, representations and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the County and with thirty (30) days of written notice to the Subrecipient, cause the termination of this Agreement and the release of the County from all its obligations to the Subrecipient.

16.2 This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall lie in Santa Rosa County. If any provision hereof is in conflict with any applicable Statute or Rule or is otherwise unenforceable, then such provision shall be deemed severable but shall not invalidate any other provision of this Agreement.

16.3 No waiver by the County of any right or remedy granted hereunder or failure to insist on strict performance by the Subrecipient shall affect or extend or act as a waiver of any other right or remedy of the County hereunder, or affect the subsequent exercise of the same right or remedy by the County for any further or subsequent default by the Subrecipient. Any power approval or disapproval granted to the County under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

16.4 The Agreement may be executed in any number of counterparts any one of which may be taken as an original.

## **17.0 AUDITS AND FINANCIAL REQUIREMENTS**

17.1 The Subrecipient agrees to maintain receipts and other documents in order to account for the receipt and expenditure of funds under this Agreement.

17.2 These records shall be available at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the County. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

17.3 The Subrecipient shall also provide the County with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

17.4 The Subrecipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of three (3) years after the date of the submission of the final expenditure report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

## **18.0 SUBCONTRACTS**

18.1 If the Subrecipient subcontracts any or all of the work required under this Agreement, the Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the County.

18.2 The Subrecipient agrees to include in the subcontract that the subcontractor shall hold the County and the Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work with the County.

18.3 Contractual arrangements shall in no way relieve the Subrecipient of his responsibility to ensure that all funds issued pursuant to this Agreement be administered in accordance with all State and Federal requirements.

## **19.0 TERMS AND CONDITIONS**

19.1 The Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by either party hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding.

## **20.0 ATTACHMENTS**

20.1 All attachments to this Agreement are incorporated as if set out fully herein.

20.2 In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling but only to the extent of such conflict or inconsistency.

20.3 This Agreement has the following attachments:

Attachment A	Proposed Scope of Work & Budget
Attachment B	FDEP Agreement # DH022

**21.0 STATE LOBBYING PROHIBITION**

21.1 No funds or resources received from the County in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or the County of Santa Rosa.

**22.0 LEGAL AUTHORIZATION**

22.1 The Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement. The Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind the Subrecipient to the terms of this Agreement, and that the undersigned are all persons having legal or equitable title to the property on which the Project is being accomplished.

**23.0 ASSURANCES**

23.1 The Subrecipient shall comply with the Statement of Assurances incorporated as Attachment I. Failure of the Subrecipient to comply with the Program Statutes, Executive Orders, agreements and regulations in Attachment I of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

**24.0 SECTION HEADINGS**

24.1 Section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**25.0 CONSTRUCTION**

25.1 Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Preferentum*" shall not be applied to the interpretation of this Agreement.

*[Remainder of this page intentionally left blank. Signature page follows immediately.]*

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT:

By: \_\_\_\_\_  
Matthew J. Posner, Executive Director

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

SANTA ROSA COUNTY, FLORIDA

By: \_\_\_\_\_  
Colten Wright, BOCC Chair

ATTEST:

\_\_\_\_\_  
Clerk of Court

DATE: \_\_\_\_\_

## Attachment A

### SCOPE OF WORK

**PROJECT TITLE:** Santa Rosa County Septic-to-Sewer Water Quality Monitoring

**PROJECT LOCATION:** Targeted areas within Santa Rosa County, Florida, where septic-to-sewer conversion projects are being implemented by the County and participating utilities. Monitoring will focus on construction locations identified by Pace Water System, City of Gulf Breeze, Holly-Navarre Water System, and the Town of Jay. Specific monitoring sites will be selected in coordination with Santa Rosa County and utility partners to align with active or recently completed septic-to-sewer conversion zones.

**PROJECT ACTIVITY:** Water quality monitoring, data collection, and reporting to evaluate the effectiveness of septic-to-sewer conversions in reducing nutrient and bacterial loading to surface waters and groundwater, along with coordination of an outreach campaign to promote centralized sewer connections in areas near priority surface waters.

**PROJECT ABSTRACT:** The Pensacola and Perdido Bays Estuary Program (PPBEP) will implement a water quality monitoring and data collection program in support of Santa Rosa County's Septic-to-Sewer Conversion Initiative. PPBEP serves as a regional, science-based, stakeholder-driven agency charged with coordinating watershed-scale planning, restoration, monitoring, and outreach efforts. Santa Rosa County is a formal PPBEP partner through an Interlocal Agreement with Escambia County, Okaloosa County, City of Orange Beach, City of Milton, City of Gulf Breeze, City of Pensacola, and the Town of Century. This project will assess the effectiveness of septic-to-sewer conversions in improving water quality by tracking nutrient and bacterial reductions in both groundwater and surface water. In addition to water-quality monitoring and reporting, PPBEP will coordinate an outreach campaign with Santa Rosa County and local utilities to encourage sewer connections in areas near priority surface waters, supporting public awareness and participation in the County's conversion program. This work directly supports PPBEP's Comprehensive Conservation and Management Plan (CCMP): A Prescription for Healthy Bays, advancing regional goals for nutrient reduction, ecosystem restoration, and shellfish water protection.

#### **TASKS AND DELIVERABLES:**

##### Task 1: Water Quality Monitoring Coordination

Description: PPBEP will coordinate and oversee all water-quality monitoring activities associated with the Santa Rosa County Septic-to-Sewer Project. Santa Rosa County will retain overall project management responsibility, while PPBEP will handle the design, scheduling, implementation, and QA/QC of field monitoring.

Activities will include:

- Developing a detailed sampling schedule in coordination with Santa Rosa County staff and participating utilities.
- Coordinating field deployment with PPBEP staff, laboratory partners, and County representatives.
- Designing and implementing a monitoring network of approximately 15 to 20 sites located within selected septic-to-sewer construction zones.
- Coordinating PPBEP field crews to conduct sampling and ensuring compliance with FDEP Standard Operating Procedures (SOPs).
- Supervising sample collection, documentation, and field QA/QC procedures.

Deliverables: PPBEP will provide: 1) Sampling plan, sampling map with GPS coordinates, and schedule outlining site visits and responsibilities. 2) Quality Assurance Project Plan (QAPP) consistent with FDEP SOPs. 3) Quarterly progress reports 4.) Final Project Report.

Performance: Santa Rosa County will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the Florida Department of Environmental Protection Grant Manager.

## Task 2: Pre- and Post-Conversion Monitoring

Description: PPBEP will design and implement a monitoring network and conduct both baseline (pre-conversion) and post-conversion sampling to evaluate changes in nutrient and bacterial concentrations associated with septic-to-sewer conversions in support of Subtask 6.2 Water Quality Monitoring, in the project workplan. Sampling will occur at approximately 15 to 20 sites (3 to 5 sites per conversion location) located within active or planned construction areas identified by Pace Water System, City of Gulf Breeze, Holly-Navarre Water System, and the Town of Jay. Locations will be selected to form short groundwater–surface water gradients (upgradient reference, within/just downgradient of septic-to-sewer conversion areas, and near receiving waters) along the dominant groundwater flow paths. Sampling frequency and duration are designed to capture both seasonal variability and expected lag times in groundwater response. It is anticipated to detect early changes in bacteria within 6–18 months and emerging nutrient trends over a 2–3 year post-conversion period.

Monitoring will include:

- **Groundwater wells** (approximately 10–15 ft depth) near clusters of decommissioned septic systems to assess changes in nutrient and bacterial concentrations over time. We will place wells upstream (reference location) and downstream (impacted areas), based on groundwater directional flow. Sampling locations with distance from the conversion location will differ on a site-by-site basis, but generally we would expect 1 location upstream, 1 location nearfield (just downslope of the conversion), 1 location midfield (10 to 100s m downslope), and 1 farther downslope near a receiving surface water location.
- **Surface water sites** along drainage ditches, creeks, and bay margins adjacent to sewer tie-in zones where groundwater discharges to surface waters.
- Baseline sampling will be conducted prior to major conversions to establish reference conditions.

### **Sampling Frequency and Duration:**

- Baseline (pre-conversion): Quarterly sampling for one year prior to major tie-ins ( $\approx$  60–80 sample sets total).
- Post-conversion: Quarterly sampling for up to two years following conversions to detect temporal and spatial trends.
- Additionally, one to two targeted sampling events may be conducted following major rainfall to assess the effects of storm-driven runoff and infiltration on nutrient and bacterial loading.

### **Parameters:**

Samples will be analyzed for:

- **Nutrients:** Total Nitrogen (TN), TKN, Nitrate + Nitrite (NO<sub>x</sub>), Total Phosphorus (TP), and Orthophosphate.
- **Bacteria:** *E. coli* (freshwater and groundwater) and Enterococci (estuarine waters).
- **Ancillary field parameters:** Temperature, pH, conductivity, salinity, and dissolved oxygen.

Laboratory Analysis	Cost per Sample
<i>E. coli</i> and/or <i>Enterococcus</i>	\$25.00
Total Kjeldahl Nitrogen (TKN), Nitrate + Nitrite (NOx), or Ammonia	\$14.00
Total Nitrogen (TN), Dissolved Inorganic Nitrogen	\$0.00
Orthophosphate or Total Phosphorous (TP)	\$14.00

Deliverables: PPBEP will provide: 1) Pre- and post-monitoring dataset summarizing pre-and post-conversion results. 2) Final Monitoring Report comparing post-conversion data to baseline. 3) Data upload to EPA’s Water Quality Exchange (WQX).

Performance: Santa Rosa County will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the Florida Department of Environmental Protection Grant Manager.

### Task 3: Data Management and Reporting

Description: All project data will be securely stored on PPBEP’s internal shared drive. PPBEP will manage, organize, and maintain datasets, perform data QA/QC, and prepare technical summaries and reports for Santa Rosa County and FDEP review.

Deliverables: PPBEP will provide: 1) Organized and QA/QC datasets stored on PPBEP’s shared drive. 2) Final report summarizing all results.

Performance: Santa Rosa County will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the Florida Department of Environmental Protection Grant Manager.

### Task 4: Outreach Campaign

Description: PPBEP will coordinate with Santa Rosa County and participating utilities to support the development of a centralized sewer-connection outreach campaign. The campaign will target neighborhoods in close proximity to surface waters where conversions are prioritized, promoting public awareness and participation in septic-to-sewer tie-ins.

Deliverables: PPBEP will provide: 1) Campaign outline and implementation plan developed with County and utility partners. 2) Educational materials and graphics for public distribution. 3) Summary of engagement metrics (e.g., mailings, event attendance, digital reach).

Performance: Santa Rosa County will review submittals to verify deliverables have been completed as described above. All deliverables are also subject to review by the Florida Department of Environmental Protection Grant Manager.

**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date. Project duration: 4 years (Jun 2026 – July 2030)

<b>Task/Deliverable</b>	<b>Start Date</b>	<b>End Date</b>	<b>Deliverable Due Date</b>
Tasks 1 - Water Quality Monitoring Coordination	February 2026	July 2030	Quarterly coordination summaries and QA/QC documentation submitted within 30 days of each quarter's end
Task 2 – Pre- and Post-Conversion Monitoring	June 2026	July 2030	Baseline dataset (Q4 2027); Final Summary Report (Q2 2030); Data upload to WQX (Q4 2030)
Task 3 – Data Management and Reporting	June 2026	July 2030	QA/QC datasets uploaded semiannually; Final Project Report (Q4 2030)
Task 4 – Outreach Campaign	January 2028	July 2030	Campaign Plan (Q2 2028); Educational Materials (Q2 2029); Engagement Summary (Q3 2030)

**BUDGET:** \$341,077

Description: The project budget will support personnel and fringe costs for data collection and analysis and outreach support. Purchase of equipment includes a multi-parameter water quality meter and a truck to support field monitoring. Supplies includes field and laboratory supplies, outreach campaign products, and office supplies. Supplies will be used for sample collection, field parameter measurements, and sample processing. Contractual services will provide laboratory services for nutrient and bacterial analyses. Travel costs support local mileage for sample collection. Other includes shipping costs for any samples that cannot be processed at local labs. Indirect costs are based on ten percent modified total direct costs.

<b>Budget Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Total</b>
<b>Personnel</b>	<b>\$29,027.20</b>	<b>\$30,529.60</b>	<b>\$31,448.80</b>	<b>\$32,389.60</b>	<b>\$123,395.20</b>
Education & Outreach Program Manager	\$2,384.80	\$2,456.00	\$2,530.40	\$2,605.60	\$9,976.80
Environmental Scientist	\$10,790.40	\$11,113.60	\$11,446.40	\$11,792.00	\$45,142.40
Environmental Technician	\$8,652.00	\$9,256.00	\$9,536.00	\$9,820.00	\$37,264.00
Environmental Technician	\$7,200.00	\$7,704.00	\$7,936.00	\$8,172.00	\$31,012.00
<b>Fringe</b>	<b>\$10,159.52</b>	<b>\$10,685.36</b>	<b>\$11,007.08</b>	<b>\$11,336.36</b>	<b>\$43,188.32</b>
Education & Outreach Program Manager	\$834.68	\$859.60	\$885.64	\$911.96	\$3,491.88
Environmental Scientist	\$3,776.64	\$3,889.76	\$4,006.24	\$4,127.20	\$15,799.84
Environmental Technician	\$3,028.20	\$3,239.60	\$3,337.60	\$3,437.00	\$13,042.40
Environmental Technician	\$2,520.00	\$2,696.40	\$2,777.60	\$2,860.20	\$10,854.20
<b>Equipment</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>
Multi-meter Replacement	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
<b>Supplies</b>	<b>\$13,000.00</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>	<b>\$7,586.00</b>	<b>\$35,586.00</b>
Field Sampling Supplies	\$8,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$15,500.00
Office/Outreach Supplies	\$5,000.00	\$5,000.00	\$5,000.00	\$5,086.00	\$20,086.00
<b>Travel</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$400.00</b>	<b>\$3,400.00</b>
Local Mileage	\$1,000.00	\$1,000.00	\$1,000.00	\$400.00	\$3,400.00
<b>Contractual</b>	<b>\$24,000.00</b>	<b>\$24,000.00</b>	<b>\$24,000.00</b>	<b>\$0.00</b>	<b>\$72,000.00</b>
Lab Analytical Costs	\$24,000.00	\$24,000.00	\$24,000.00	\$0.00	\$72,000.00
<b>Other</b>	<b>\$30,250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$0.00</b>	<b>\$30,750.00</b>
Truck (purchase or rental)	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Shipping	\$250.00	\$250.00	\$250.00	\$0.00	\$750.00
<b>Indirect</b>	<b>\$7,718.67</b>	<b>\$7,371.50</b>	<b>\$7,495.59</b>	<b>\$5,171.20</b>	<b>\$27,756.95</b>
<b>Total</b>	<b>\$120,155.39</b>	<b>\$81,336.46</b>	<b>\$82,701.47</b>	<b>\$56,883.16</b>	<b>\$341,076.47</b>

**B. Proposed Budget in Application**

<b>Santa Rosa County Water Quality Improvement Septic to Sewer Conversion Program - Initial Application</b>							
<b>Partner and Project List</b>	<b>Closest Water Body</b>	<b># of potential connections</b>	<b>E&amp;D Estimates</b>	<b>Construction Estimate</b>	<b>Total E&amp;D and Construction Estimate</b>	<b>Other Costs</b>	<b>NRDA FL TIG 2022 Request</b>
<b>CONTRACTUAL</b>							
<b>PPBEP (Data Collection, Monitoring &amp; Reporting)</b>	Escambia Bay, East Bay					\$341,077.00	\$341,077.00
						<b>Total</b>	<b>\$341,077.00</b>

**Attachment B**

**FDEP Agreement**



### Agenda Item 7.d.

#### **Approval of National Fish and Wildlife Foundation Grant Award No. 0318.26.088194, in the amount of \$1,380,000, for the Carpenter Creek Restoration Project**

Background: The Pensacola and Perdido Bays Estuary Program (PPBEP) will implement a water quality monitoring and data collection program in support of Santa Rosa County's Septic-to-Sewer Conversion Initiative. This project will assess the effectiveness of septic-to-sewer conversions in improving water quality by tracking nutrient and bacterial reductions in both groundwater and surface water. Monitoring will be completed pre- and post-construction at approximately 20 locations in the project area on a quarterly basis. In addition to water-quality monitoring and reporting, PPBEP will coordinate an outreach campaign with Santa Rosa County and local utilities to encourage sewer connections in areas near priority surface waters, supporting public awareness and participation in the County's conversion program. This work directly supports PPBEP's Comprehensive Conservation and Management Plan (CCMP): A Prescription for Healthy Bays, advancing regional goals for nutrient reduction, ecosystem restoration, and shellfish water protection.

Recommendation: Recommend the Board approve, and authorize the Executive Director to execute, National Fish and Wildlife Foundation Grant 0318.26.088194, in the amount of \$1,380,000, for the Carpenter Creek Restoration Project.

Financial Impact: Acceptance of the Subaward Agreement will increase revenue in the Grant Account by \$1,380,000.

Legal Review: General Counsel is reviewing the Grant Agreement. Should Counsel identify need for any material changes upon review, the Board will be made aware prior to the Board meeting.

 <b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 88194		<b>2. NFWF GRANT ID:</b> 0318.26.088194	
	<b>3. UNIQUE ENTITY IDENTIFIER (UEI)</b> W4XTAT4CFNP4		<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> 15%	
<b>5. SUBRECIPIENT TYPE</b> Non-profit		<b>6. NFWF SUBRECIPIENT</b> Pensacola and Perdido Bays Estuary Program		
<b>7. NFWF SUBRECIPIENT CONTACT</b>		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b>		
Matt Posner Pensacola and Perdido Bays Estuary Program 226 PALAFOX PL Pensacola, FL 32502 Tel: 850-595-0820 mjposner@ppbep.org		Waverly Nohr National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Fax: 202-857-0162 waverly.nohr@nfwf.org		
<b>9. PROJECT TITLE</b> Final Design and Permitting for the Restoration of Carpenter Creek (FL)				
<b>10. PROJECT DESCRIPTION</b> Develop final design plans and obtain permits for a 2 mile stream restoration project that will reduce sedimentation by 2,000 tons annually. Project will result in a shovel-ready stream restoration project for Carpenter Creek that will restore riparian and aquatic habitat and reduce erosion and flooding that threatens public infrastructure, private homes, and five state road crossings.				
<b>11. PERIOD OF PERFORMANCE</b> January 1, 2026 to December 31, 2027		<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$1,380,000	<b>13. TOTAL FED. FUNDS</b> \$1,380,000	<b>14. TOTAL NON-FED. FUNDS</b> N/A
<b>15. FEDERAL MATCH REQUIREMENT</b> \$1,850,000		<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$200,000		
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b>				
The rate specified in Line 4 reflects the de minimis indirect cost rate that the Subrecipient has elected for which the Subrecipient is eligible pursuant to the Uniform Guidance. The applicable base/modified total direct cost (MTDC) for the rate in Line 4 shall be defined in Section B.4 - Rate Application, of NFWF's Indirect Cost Policy ( <a href="http://www.nfwf.org/whatwedo/grants/applicants/Pages/indirect-policy.aspx">http://www.nfwf.org/whatwedo/grants/applicants/Pages/indirect-policy.aspx</a> ), consistent with the definition of MTDC in the Uniform Guidance §200.68.				
<b>18. TABLE OF CONTENTS</b>				
<b>SEC.</b>	<b>DESCRIPTION</b>			
1	<b>NFWF Agreement Administration</b>			
2	<b>NFWF Agreement Clauses</b>			
3	<b>Representations, Certifications, Obligations, and Other Statements – General</b>			
4	<b>Representations, Certifications, and Other Statements Relating to Federal Funds- General</b>			
5	<b>Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific</b>			
6	<b>Other Representations, Certifications, Statements and Clauses</b>			

**19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL**

<b>A. FUNDING SOURCE (FS)</b>	<b>B. NFWF FS ID</b>	<b>C. FS AWARD DATE TO NFWF</b>	<b>D. FAIN</b>	<b>E. TOT FED. AWARD TO NFWF</b>	<b>F. TOT OBLG. TO SUBRECIPIENT</b>	<b>G. FS END DATE</b>	<b>H. CFDA</b>
National Oceanic And Atmospheric Administration	FC.A087	01/14/2025	NA25NOSX473C0139	\$95,646,313	\$690,000	12/31/2029	11.473
National Oceanic And Atmospheric Administration	FC.R537	07/21/2022	NA22NOS4730208	\$96,820,677	\$690,000	05/31/2027	11.473

**20. NOTICE OF AWARD**

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

<b>A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)</b>		<b>D. NAME AND TITLE OF NFWF AWARDING OFFICIAL</b> Holly A. Bamford, PhD, Chief Conservation Officer	
<b>B. SUBRECIPIENT BY</b>	<b>C. DATE</b>	<b>E. NATIONAL FISH AND WILDLIFE FOUNDATION BY</b>	<b>F. DATE</b>

*NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).*

See Reporting Schedule on the following page.

**21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE**

Reporting Task	Task Due Date
Interim Financial Report	July 1, 2026
Interim Financial Report	January 1, 2027
Interim Programmatic Report	January 1, 2027
Annual Financial Report	January 1, 2027
Interim Financial Report	July 1, 2027
Final Financial Report	March 31, 2028
Final Programmatic Report	March 31, 2028



## **SECTION 1 NFWF AGREEMENT ADMINISTRATION**

### **1.1. Amendments.**

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

#### **1.1.1. Budget Amendment Request.**

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

#### **1.1.2. Extension of Performance Period.**

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

### **1.2. Matching Contributions.**

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

### **1.2.1. Documentation and Reporting of Matching Contributions.**

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

### **1.2.2. Assessing Fair Market Value.**

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

## **1.3. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

### **1.3.1. Reimbursements.**

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

### **1.3.2. Advances.**

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

### **1.3.3. Interest.**

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

## **1.4. Reports.**

### **1.4.1. Interim Programmatic Reports.**

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.2. Interim Financial Reports.**

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.3. Annual Financial Report.**

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.4.4. Final Reports.**

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.4.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

#### **1.4.4.1. Photographs.**

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

#### **1.4.4.2. Spatial Data.**

The NFWF Subrecipient will submit accurate spatial data with the final report at a resolution that allows NFWF to know exactly where individual on-the-ground project activities occurred. Accurate spatial data are defined as polygon(s) depicting the exact location and boundaries of each on-the-ground conservation practice implemented within the Period of Performance. For projects where the location of activities has changed or was only known approximately at the full proposal stage, grantees will update the spatial data given with the exact location of activities. Updates to spatial data depicting project activities will be submitted through NFWF's online mapping tool. The polygon(s) name(s) shall include the conservation actions that have been completed within that project area. NFWF retains the right to use the spatial data in order to perform spatial analyses and depict the generalized project location on public maps.

#### **1.4.4.3. Monitoring and Other Project Data.**

Upon request by NFWF, the NFWF Subrecipient will provide to NFWF raw and/or summary data collected or analyzed as part of the project, for NFWF's use in analyses of program outcomes. The Subrecipient will submit these data, either when available or at project completion, through a cloud-based data sharing platform or another agreed-upon mechanism.

#### **1.4.5. Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.4.5.1.** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

**1.4.5.2.** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

### **1.5. Reports and Payment Requests.**

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

## **1.6. Record Retention and Access.**

### **1.6.1. Retention Requirements for Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

### **1.6.2. Access to Records.**

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### **2.5. Publicity, Acknowledgment of Support, and Disclaimers.**

#### **2.5.1. Publicity.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

#### **2.5.2. Acknowledgment of Support.**

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

### **2.5.3. Logo Use.**

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

### **2.5.4. Disclaimers.**

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

**For Projects funded in whole or part with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

## **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

## **2.7. Website Links.**

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

## **2.8. Evaluation.**

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

## **2.9. Intellectual Property.**

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

## **2.10. System for Award Management (SAM) Registration.**

The NFWF Subrecipient must maintain an active SAM registration at [www.SAM.gov](http://www.SAM.gov) until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

## **2.11. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

## **2.12. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

## **2.13. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

#### **2.14. Choice of Law/Jurisdiction.**

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

#### **2.15. Stop Work.**

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

#### **2.16. Termination.**

**2.16.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.16.1.1.** the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.16.1.2.** the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.16.1.3.** suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.16.1.4.** any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

**2.16.1.5.** NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

**2.16.1.6.** after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if

any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

**2.16.1.7.** if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.16.2.** Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

**2.16.3.** In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

**2.16.3.1.** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

**2.16.3.2.** Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

**2.16.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.16.3.4.** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

**2.16.3.5.** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

**2.16.3.6.** Return to NFWF any unobligated portion of the Award.

## **2.17. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

## **2.18. Severability.**

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

## **2.19. Interpretation and Construction.**

**2.19.1.** This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

**2.19.2.** The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

**2.19.3.** Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.19.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

**2.19.5.** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL**

### **3.1. Binding Obligation.**

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

### **3.3. Compliance with Laws.**

#### **3.3.1. In General.**

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

#### **3.3.2. Compliance with Anti-Corruption Laws.**

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

#### **3.3.3. Compliance with Anti-Terrorism Laws.**

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated

list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

#### **3.3.4. Compliance with Additional Laws and Restrictions.**

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

#### **3.4. Subrecipient Debarment and Suspensions.**

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

#### **3.5. Conflicts of Interest.**

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

### **4.2. 2 CFR § 200 Subpart F Audits.**

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

### **4.3. Real and Personal Property.**

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient 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 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 NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

### **4.4. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

### **4.5. Trafficking in Persons.**

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. 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's pass-through entity 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 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
    1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - i. Associated with performance under this award; or
      - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - 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 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

#### **4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.9. 43 CFR §18 New Restrictions on Lobbying.**

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

#### **4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.**

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

#### **4.11. Drug-Free Workplace.**

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

#### **4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)**

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

#### **4.13. Domestic Preference for Procurements.**

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

### **FC.A087 Grant Terms**

#### **Department of Commerce (DOC) Compliance Requirements.**

The NFWF Subrecipient must 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 in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated October 1, 2024, available at <https://www.commerce.gov/sites/default/files/2024-09/Department%20of%20Commerce%20Federal%20Financial%20Assistance%20Manual%202024-vF.pdf>. See 2 C.F.R. § 200.101(b)(1) (Applicability), 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). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

#### **Foreign Air Carrier.**

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

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

If applicable, and 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. This requirement also applies to subrecipients.

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. 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://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 additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, 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 IIA, § 70917(c)(1).

#### Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform the NFWF 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.

#### **Field Work.**

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the NFWF 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 NFWF 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.

#### **Equipment Reporting.**

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$10,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at [coast.noaa.gov/funding/forms.html](http://coast.noaa.gov/funding/forms.html).

#### **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>.

- a) 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, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. 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.
- b) 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.
- c) 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."
- d) 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.
- e) 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.

- f) Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> 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.
- g) 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.

#### **Scientific Integrity.**

- a) *Maintaining Integrity.* The NFWF Subrecipient 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.
- b) *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.
- c) 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 NFWF Subrecipient 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 <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) *Primary Responsibility.* The NFWF Subrecipient 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 recipient 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.

- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient 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.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**Invasive Species Control.**

Pursuant to Executive Order # 13112, recipients of NOAA funding cannot implement any actions that are likely to cause or promote the introduction or spread of invasive species, and should provide for restoration of native species and habitat conditions in ecosystems that have been invaded. The NFWF Subrecipient is expected to take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause. Where possible and/or practicable, the NFWF Subrecipient should also respond rapidly to and control populations of invasive species in an environmentally sound manner, promote public education on invasive species, and conduct post-construction monitoring to ensure that impacts on native species did not occur (as applicable). NOAA can provide additional guidance on the detection, control and prevention of invasive species impacts upon request.

**FC.R537 Grant Terms**

**Department of Commerce (DOC) Compliance Requirements.**

The NFWF Subrecipient must 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 in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at [http://www.osec.doc.gov/oam/grants\\_management/policy/](http://www.osec.doc.gov/oam/grants_management/policy/). See 2 C.F.R. § 200.101(b)(1) (Applicability), 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). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

**Field Work.**

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

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

If applicable, and 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. This requirement also applies to subrecipients.

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. 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](http://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 additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, 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 IIA, § 70917(c)(1).

#### Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform NFWF 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.

#### **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>.

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- e. 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.
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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.

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- e. By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient 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.
  
- f. The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

## **SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES**

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.



### Agenda Item 7.e.

#### Approval of a Letter to the Florida Legislature Regarding PPBEP's Legislative Budget Request

Background: Since 2021, thanks to the support of the Northwest Florida Delegation, the Florida Legislature has invested ~\$3.7 million in the Estuary Program, supporting over 40 projects that directly implement the Program's 10-year Comprehensive Conservation and Management Plan (CCMP). Funding supports the Community Grant Program, Comprehensive Monitoring Program, Pensacola Bay System Oyster Restoration Initiative, and the Carpenter Creek Restoration Project. The Estuary Program has been able to leverage these resources 4:1, securing an additional \$13.3 million to implement these priority actions, including implementation of the Pensacola Bay System Oyster Restoration Initiative, a 10-year goal to restore 1,500 acres of oyster habitat to rebuild the oyster fishery, and the Carpenter Creek Restoration Project.

It is critical PPBEP continues to receive a legislative appropriation to continue implementing key initiatives of the CCMP in order to achieve the 1:1 required match for National Estuary Program funding.

Recommendation: Recommend the Board approve transmitting a letter to the Northwest Florida Legislative Delegation, and the House and Senate Appropriation Committee Chairs, urging them to support PPBEP's Legislative Budget Request.

Financial Impact: None.

Legal Review: N/A



February 4, 2026

The Honorable Ed Hooper  
The Florida Senate  
202 Senate Office Building  
404 South Monroe Street  
Tallahassee, FL 32399

The Honorable Lawrence McClure  
Florida House of Representatives  
418 The Capitol  
404 South Monroe Street  
Tallahassee, FL 32399

The Honorable Don Gaetz  
The Florida Senate  
405 Senate Office Building  
404 South Monroe Street  
Tallahassee, FL 32399

The Honorable Alex Andrade  
Florida House of Representatives  
214 The Capitol  
404 South Monroe Street  
Tallahassee, FL 32399

The Honorable Michelle Salzman  
Florida House of Representatives  
214 House Office Building  
404 South Monroe Street  
Tallahassee, FL 32399

The Honorable Nathan Boyles  
Florida House of Representatives  
1401 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399

Dear Senator Hooper, Representative McClure, Senator Gaetz, Representative Andrade, Representative Salzman, and Representative Boyles

On behalf of the Pensacola and Perdido Bays Estuary Program Board of Directors, I am writing you to request your support for the Pensacola and Perdido Bays Estuary Program's FY2026-2027 Legislative Budget Request, House Appropriation Form #2819 and Senate Appropriations Form #3308.

The Estuary Program was formed by Escambia, Santa Rosa, and Okaloosa counties, the cities of Gulf Breeze, Milton, Pensacola, and the Town of Century, and Orange Beach, Alabama, to serve as a non-regulatory, science-based, and locally driven agency to improve community resilience, water quality, and quality of life in Northwest Florida.

Since 2021, thanks to the support of the Northwest Florida Delegation, the Florida Legislature has invested ~\$3.7 million in the Estuary Program, supporting over 40 projects that directly implement the Program's 10-year Comprehensive Conservation and Management Plan. The Estuary Program has been able to leverage these resources 4:1, securing an additional \$13.3 million to implement these priority actions, including implementation of the Pensacola Bay System Oyster Restoration Initiative, a 10-year goal to restore 1,500 acres of oyster habitat to rebuild the oyster fishery, and the Carpenter Creek Restoration Project, a 2 mile long stream restoration project intended to improve water quality and mitigate flooding impacts to public and private property.

Through the Estuary Program, local governments across Northwest Florida and south Alabama are working together like never before to restore and protect what matters most. Since 2018, over \$40 million has been secured to implement the priorities of the CCMP, including water quality, habitat restoration, community resilience, and educational initiatives throughout the Pensacola and Perdido Bay watersheds.

The Legislature's investment enabled the Estuary Program to achieve a generational milestone with the passage of Senate Bill 50, designating Pensacola and Perdido Bays as Estuaries of National Significance, the first new designation in nearly 30 years. Continued support and investment from the Florida Legislature is critical to ensuring Northwest Florida is prioritized for federal support.



Conservation of natural resources is paramount to our regional economy. From supporting thousands of military and tourism related jobs to attracting new businesses and residents to the region, clean water is central to maintaining and improving our quality of life. Working through the Estuary Program and our partnering organizations, we strive to support a thriving economy and a healthy bay system for generations to come.

The FY2026-2027 appropriation to the Estuary Program will leverage past funding to deliver on implementing the Pensacola Bay System Oyster Restoration Initiative, which will directly support the construction of 5 acres of oyster habitat restoration in Pensacola Bay and will leverage \$15 million already committed through other grants to support approximately 100 acres of oyster habitat restoration. Additionally, restoration of the oyster fishery supports implementation of the President's Executive Order to Restore American Seafood Competitiveness.

The Estuary Program, and our individual jurisdictions, are committed to improving the quality of life and economic resilience of our community while serving as stewards of our natural resources. We urge you to support the Estuary Program's Legislative Budget Request for the benefit of all of Northwest Florida.

On behalf of the Board of Directors, thank you again for your leadership and support. If we can be of service to you, please do not hesitate to contact Pensacola and Perdido Bays Estuary Program Executive Director, Matt Posner, at 850.595.0820 or at [mjposner@ppbep.org](mailto:mjposner@ppbep.org).

Warm Regards,

Colten Wright, Chairman  
Pensacola and Perdido Bays Estuary Program