



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

August 7, 2013

The Honorable Dane Haygood
Mayor
City of Daphne
Post Office Box 400
Daphne, Alabama 36526

**RE: Subgrantee Agreement for the Coastal Impact Assistance Program (CIAP)
Tier I Project BC-14 Stream Restoration for Tributary to D'Olive Creek**

Dear Mayor Haygood:

Enclosed, for your file, is a **fully executed original Subgrantee Agreement** with the City of Daphne for the 2009/2010 Coastal Impact Assistance Program (CIAP) Tier I Project BC-14 Stream Restoration for Tributary to D'Olive Creek, approved during the May 7, 2013, Baldwin County Commission meeting.

If you have any questions or need further assistance, please do not hesitate to contact Clair Dorough, Grants Coordinator, at (251) 580-1623.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item EB2

cc: Clair Dorough
Susan Lee
Ron Cink

ENCLOSURE

RECEIVED
AUG 01 2013
BY: YET

**SUB GRANTEE AGREEMENT
(STREAM RESTORATION FOR TRIBUTARY TO D'OLIVE CREEK PROJECT)**

THIS AGREEMENT is made and entered into by and between BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama, whose address is 312 Courthouse Square, Suite 12, Bay Minette, AL, 36507, hereinafter referred to as the "COUNTY," and the City of Daphne, its Building Department and Environmental Programs Division, whose address is 1705 Main Street, P.O. Box 400, Daphne, AL, 36526, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the COUNTY desires to engage the CONSULTANT to conduct a Coastal Impact Assistance Program (CIAP) Stream Restoration Project for an Unnamed Tributary to D'Olive Creek in Baldwin County. This project will be conducted in accordance with the terms as set forth herein, the Grant Award as attached as Exhibit "A" and the Project Narrative as attached as Exhibit "B", all hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents that it possesses the requisite skills, knowledge, expertise, resources, and authority to successfully and adequately provide the services in question; and

WHEREAS, the COUNTY and the CONSULTANT have agreed on the type and extent of services to be rendered by the CONSULTANT and the amount and method of compensation to be paid by the COUNTY to the CONSULTANT for services rendered.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. **RECITALS.** The above recitals shall be included as part of the AGREEMENT as if fully set forth.
2. **INDEPENDENT CONTRACTOR.** The CONSULTANT will perform as an Independent Contractor and not as an employee, representative or agent of the COUNTY.
3. **PROFESSIONAL QUALIFICATIONS.** For the purpose of this AGREEMENT, the CONSULTANT represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
4. **SERVICES TO BE RENDERED.** CONSULTANT is retained by the COUNTY to implement the Stream Restoration Project for an Unnamed Tributary to D'Olive Creek project that is part of the Baldwin County 2009-2010 CIAP plan. The project should be implemented as required in accordance with the terms as set forth herein, the Grant Award as attached as Exhibit "A" and the Project Narrative as attached as Exhibit "B".

5. **PROJECT MANAGER AND NOTICES.** Each party hereby designates the individual set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices, reports and other correspondence will be sent to the attention of each party's Project Manager by electronic mail and/or U.S. mail, postage paid, to the parties' addresses as set forth in the introductory paragraph of this AGREEMENT.

- Project Manager for the COUNTY: Joey Nunnally
- Project Manager for the CONSULTANT: Ashley Campbell

Any changes to the above representatives or addresses must immediately be provided to the other party in writing.

6. **SUBMITTAL OF INVOICES.** Invoices will be submitted by the CONSULTANT to the COUNTY at the following address:

Joey Nunnally
Baldwin County Highway Department
P.O. Box 220
Silverhill, AL 36576

Invoices may be submitted to Baldwin County on a monthly basis with not more than one invoice per month. Invoices shall follow the format provided in Exhibit "D" "Invoice Format Template" and must provide a detailed description of reimbursable expenses. A final invoice must be submitted by February 01, 2015.

7. **COMPENSATION LIMITED:** The compensation to be paid to the CONSULTANT shall be the full compensation for all work performed by CONSULTANT under this Contract. Any and all additional expenditures or expenses of CONSULTANT, not listed in full within this PROJECT, shall not be considered as a part of this AGREEMENT and shall not be demanded by CONSULTANT or paid by COUNTY. Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expenses associated with those directly engaged in performance of the requested services.

Notwithstanding this provision, work shall not commence unless and until an approved written notice to proceed is provided by the COUNTY.

8. **AGREEMENT PERIOD.** This AGREEMENT will be effective upon the last date of execution by all parties and will remain in effect through June 01, 2015, unless terminated, pursuant to the provisions herein, for cause as determined by COUNTY, or as amended in writing by the Parties.

9. **PROJECT RECORDS AND DOCUMENTS.** The CONSULTANT, upon request, will permit the COUNTY to examine or audit all PROJECT-related records and documents during or following completion of the PROJECT. The CONSULTANT will maintain all such records and documents for at least (3) years following completion of the PROJECT.
10. **REPORTING AND FINAL PRODUCTS.** The CONSULTANT shall submit to the COUNTY periodic reports on programmatic and fiscal operations as identified in Exhibit "A". These reports shall be submitted in the form and manner determined by the COUNTY per Exhibit "E" Performance Report. It is expressly agreed that full compliance with programmatic, fiscal and reporting requirements is a condition for the continuation of funds under the AGREEMENT. Failure to submit such reports in a timely manner could result in the termination or suspension of funds. Final reports are due by February 01, 2015. These reports shall include, but not be limited to the following as per the attached Exhibit "E":
- (a) Goals and objectives
 - (b) Accomplishments
 - (c) Schedule and activities undertaken during the period
 - (d) Problems or delays
 - (e) Future Plans
 - (f) Project Deliverables
 - (g) Summary or comments
 - (h) Other information deemed necessary
11. **OWNERSHIP AND MAINTENANCE OF DOCUMENTS, EQUIPMENT AND OTHER MATERIALS.** All documents, including reports, drawings, estimates, programs, manuals, and specifications, and all goods, products, or equipment, including intellectual property and rights thereto, acquired under this AGREEMENT with COUNTY funds or developed in connection with this AGREEMENT will be and will remain the property of the COUNTY. All previously listed documents, equipment and other materials will be housed and maintained by the CONSULTANT during the effective period of this PROJECT. Upon completion of the PROJECT and/or termination of this AGREEMENT, all maintenance of the PROJECT and related materials will become the responsibility of the CONSULTANT. Any cessation of such maintenance or the disposal of PROJECT-related documents and other materials will be in accordance with U.S. Fish and Wildlife (USFWS) policies and procedures.
12. **GENERAL REPORTS.** The CONSULTANT will provide the COUNTY with any and all reports, models, studies, maps or other documents resulting from the PROJECT upon request, including, but not limited to, documents and deliverables listed in Item 10 and Exhibit "E."
13. **INDEMNIFICATION.** The CONSULTANT agrees to indemnify and hold harmless the COUNTY and all COUNTY officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable

attorney's fees and costs and attorney's fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

14. **TERMINATION.** This AGREEMENT may be terminated by the COUNTY for cause upon ten (10) days written notice to the CONSULTANT. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONSULTANT will be entitled to compensation for all services provided to the COUNTY up to the date of termination on a pro-rated basis and which are within the Grant Award in Exhibit "A", are documented in the Budget Narrative in Exhibit "B", and are allowed under this AGREEMENT.
15. **RELEASE OF INFORMATION.** The CONSULTANT agrees not to initiate any oral or written media interviews or issue press releases on or about this PROJECT without providing advance copies to the COUNTY's Project Manager.
16. **ASSIGNMENT.** Neither party may assign or transfer its rights or obligations under this AGREEMENT without the prior written consent of the other party.
17. **CONFLICT OF INTEREST.** To the COUNTY'S best knowledge and belief, no conflicts of interest exist which have, may have or have had any effect on the sub-grantee award.
18. **POLITICAL ACTIVITY.** The CONSULTANT shall comply with the Hatch Act (5 USC 1501 at seq.) regarding political activity by public employees or those paid with federal funds.
19. **LAW COMPLIANCE.** The CONSULTANT will abide by and assist the COUNTY in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this AGREEMENT. The CONSULTANT shall procure all applicable federal, state and local permits and pay all said fees. The CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, handicap, disability, marital status or national origin.
20. **ENVIRONMENTAL STANDARDS.** The CONSULTANT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air)

Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

21. **NATIONAL WILD & SCENIC RIVER SYSTEM.** The CONSULTANT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic river system.
22. **NATIONAL HISTORIC PRESERVATION.** The CONSULTANT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.)
23. **SUBCONTRACTORS.** Nothing in this AGREEMENT will be construed to create, or be implied to create, any relationship between the COUNTY and any subcontractor of the CONSULTANT.
24. **THIRD PARTY BENEFICIARIES.** Nothing in this AGREEMENT will be construed to benefit any person or entity not a party to this AGREEMENT.
25. **ENTIRE AGREEMENT.** This AGREEMENT and the attached exhibits listed below represents the entire and integrated AGREEMENT between the CONSULTANT and the COUNTY and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by a written instrument signed by the parties.
26. **AMENDMENTS.** The County may, from time to time, request amendments to various provisions of this AGREEMENT, including any increase or decrease in the amount of funds paid to the CONSULTANT. Such amendments, which are mutually agreed on between the COUNTY and the CONSULTANT, must be incorporated as written amendments to this AGREEMENT and approved by all signatory authorities prior to implementation.
27. **DOCUMENTS.** The following documents are attached and made a part of this AGREEMENT. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this AGREEMENT, then to Exhibit "A".
 - A. Exhibit "A" – Grant Award from U.S. Fish and Wildlife Service
 - B. Exhibit "B" – Project Narrative
 - C. Exhibit "C" – State of Alabama Contract Provisions
 - D. Exhibit "D" – Invoice Format Template
 - E. Exhibit "E" – Performance Report

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AGREEMENT on the day and year set forth next to their signatures below.

BALDWIN COUNTY, ALABAMA

By: *Tucker Dorsey* / 8.6.13
TUCKER DORSEY
Chairman Date

Attest: *David A. Z. Brewer*
David A. Z. Brewer
County Administrator


STATE OF ALABAMA
COUNTY OF BALDWIN

I, *Monica E. Taylor*, a Notary Public, in and for said County in said State, hereby certify that TUCKER DORSEY, whose name as Chairman, and David A. Z. Brewer, whose name as County Administrator, of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission

Given under my hand and official seal, this the 6th day of August, 2013.

Monica E. Taylor
Notary Public My Commission Expires 09/05/2016
My Commission Expires: _____



CITY OF DAPHNE, ALABAMA

By: *Dane Haygood* / 7/25/13
Dane Haygood
Mayor Date

Attest: *Rebecca Hayes*
By: *Rebecca Hayes* / 7/25/13
Its: City Clerk Date


STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, *Kimberly Sparks*, a Notary Public in and for said County, in said State, hereby certify that, Dane Haygood, whose name as Mayor, and *Rebecca Hayes*, whose name as City Clerk, of the City of Daphne, Alabama, are signed to the foregoing

AGREEMENT, and who are known to me, acknowledged before me on this day that, being informed of the contents of the AGREEMENT, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and official seal, this the 22 day of July, 2013.

Kimberly M. Spack
Notary Public
My Commission Expires: 4-8-2015



Exhibit A
Award Notification



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington, D.C. 20240



In Reply Refer To:
WSFR/CIAP/ F13AF00395

MAR 22 2013

Mr. Tucker Dorsey
Chairman, Baldwin County Commission
312 Courthouse Square Suite 15
Bay Minette, AL 36507

Dear Mr. Dorsey:

Grant number F13AF00395, "BC-14 Stream Restoration for Tributary to D'Olive Creek," is approved for funding in the amount of \$250,000.00 under the Coastal Impact Assistance Program (CFDA # 15.668). The grant agreement period is January 01, 2013 through January 01, 2015.

An SF-424 amendment will be required to add or delete a project; increase or decrease the Federal funds; modify the agreement period and/or change key personnel. A letter or email to the Coastal Impact Assistance Program (CIAP) Branch Chief may be used for a change in key personnel. Please submit all correspondence, amendments, and performance reports to FW9_WSFR_CIAP@fws.gov.

This grant award is subject to the following terms and conditions:

a) Reporting requirements:

1) Financial and performance reports are required under this award, as follows:

Report	Report Period	Report Due Date
Annual interim financial & performance reports	01/01/2013-12/31/2013	03/31/2014
Final financial & performance reports	01/01/2013-01/01/2015	04/01/2015

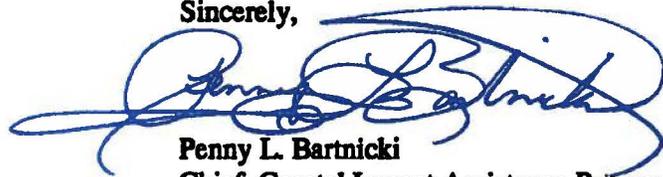
2) Requests for an extension of the report due date up to an additional 90 days must be submitted to, and received by, this office, no later than 1 day before the report due date. If these reports are not received by the original or extended due date, the CIAP may: 1) withhold cash payments; 2) suspend or terminate the award, partially or entirely; 3) withhold further awards for the grant program; and 4) pursue other legal remedies. The sanctions that the CIAP imposes will remain in effect until the required reports are received [43 CFR 12.80(b)(1); 43 CFR 12.81(b)(3); U.S. Fish and Wildlife Service (USFWS) Manual Chapters 516 FW 1 & 516 FW 2].

- 3) A performance report must contain the following:
- A. A comparison of actual accomplishments with the goals and objectives established for the reporting period;
 - B. If the goals and objectives were not met, reasons why; and
 - C. Other important information including, when appropriate, analysis and explanation of cost overruns or high unit costs compared to the benefit received to reach an objective
- b) Grantees must comply with the Federal Funding Accountability and Transparency Act (FFATA). Additional information may be found at <https://www.fsr.gov/>.
- c) This grant is approved for planning, design, and coordination purposes. All required permitting must be in place prior to implementation of any activities in the field.

Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award, including those assurances submitted annually by your agency per <http://www.doi.gov/pam/TermsandConditions.html>. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application and supporting documents as submitted to and approved by the CIAP.

Please contact Maylily Le, Grant Specialist, at 703-358-2313, or me at 703-358-1783, with any questions regarding the terms of this award, specified conditions, and/or reporting requirements.

Sincerely,



Penny L. Bartnicki
Chief, Coastal Impact Assistance Program Branch
Wildlife and Sport Fish Restoration Program

cc: Clair Dorough
Joey Nunnally
Asley Grace Campbell
James Duffy, CIAP

Exhibit B

Project Narrative

Coastal Impact Assistance Program

Contact Information

A. Name of Eligible State agency or Coastal Political Subdivision (CPS):

Baldwin County Commission

B. Principal contact (responsible person with signature authority to act for agency):

Tucker Dorsey, Chairman, Baldwin County Commission

312 Courthouse Square, Suite 12

Bay Minette, AL 36507

Telephone: (251) 937-0264

Fax: (251) 580-2500

e-mail: grants@baldwincountyal.gov

C. Application/Information contact and/or project contact (operational and/or fiscal information contact):

Application Contact

Clair Dorough

Grants Coordinator, Baldwin County Commission

312 Courthouse Square, Suite 15

Bay Minette, AL 36507

Telephone: (251) 580-1623

Fax: (251) 580-2536

e-mail: cdorough@baldwincountyal.gov

Project Contact

Joey Nunnally

Construction Engineer, Baldwin County Highway Department

PO Box 220

Silverhill, AL 36576

Telephone: (251) 972-8533

Fax: (251) 937-0201

e-mail: jnunnally@baldwincountyal.gov

D. Name of Sub-grantee and contact, if applicable:

City of Daphne

Ashley Grace Campbell

Environmental Programs Manager, City of Daphne

P.O. Box 400

Daphne, AL 36526

Telephone: (251) 621-3080

Fax: (251) 621-3719

e-mail: epm@daphneal.com

Coastal Impact Assistance Program

Project Statement (Grant Narrative)

A. PROJECT TITLE:

Stream Restoration for Tributary to D'Olive Creek

PROJECT IDENTIFIER:

BC-14

B. AUTHORIZED USE(S):

This project meets the criteria set forth in Authorized Use #1, projects and activities for the conservation, protection, or restoration of coastal areas, including wetland, because it seeks to restore natural stream and wetland form and function to an important coastal watershed feeding directly to northern Mobile Bay, Alabama.

C. NEED AND PROJECT PURPOSE:

The D'Olive Watershed is located in a rapidly developing area along the eastern shore of Mobile Bay. The entire D'Olive Watershed has been heavily urbanized with impervious surfaces at about twenty percent (20%) or more. Natural stream and wetland functions in the watershed have been altered by historic changes in watershed land uses, channel straightening and relocation, floodplain filling, wetland ditching, and storm water discharges. These effects have reduced floodplain connectivity and eliminated sheet-flow hydrology into adjacent wetlands. Many of the impacts along the streams in this watershed include altered aquatic habitat, storm water sediment deposition, hydrologic modification, and potentially degraded water quality.

In 2007, a study was undertaken by the Geological Survey of Alabama in partnership with the Alabama Department of Conservation and Natural Resources, State Lands Division, to assess the impact of land use changes in the D'Olive Creek, Tiawassee Creek, and Joe's Branch sub-watersheds of the D'Olive Watershed. This study determined more than two- to over 200-fold greater annual sediment loads in most of these streams when compared to natural geologic erosion rates (without human impact or alteration).

In 2009, a contract was awarded to Thompson Engineering to draft a Comprehensive Watershed Management Plan for the D'Olive, Tiawassee, and Joe's Branch watersheds with a coalition of local stakeholders, the D'Olive Watershed Working Group, serving as an advisory board. Purposes of this Comprehensive Watershed Management Plan included identifying corrective measures to arrest accelerated erosion and reduce sediments loadings, and devising strategies to restore water quality in the impaired streams (ADEM 303d listed) and mitigate the impact of continued urban growth in the watershed.

The alterations to D'Olive Creek have resulted in impairment that is in need of attention. Specific indications of impacts include channel incision and widening from head cutting,

excessive storm water discharge, watershed build-out, minimized connectivity with riparian floodplain wetlands, and excessive sediment deposits from upstream sources. These impacts have been so great that the stream has been listed on the Alabama Department of Environmental Management (ADEM) 303d impaired streams list for siltation (sediment impacts).

This project will achieve the goal of restoration of coastal habitat, and will result in improved water quality in D'Olive Creek which discharges to Mobile Bay. This, ultimately, could result in the de-listing of the un-named tributary to D'Olive Creek from the ADEM's 303d list. That achievement, in itself, will improve the overall D'Olive Bay coastal habitat.

Three areas that will be addressed during restoration efforts are: 1) channel incision impacting riffle-pool habitat availability and effecting channel geomorphology; 2) interrupted hydrologic connectivity with the floodplain, resulting in adjacent wetland isolation; and 3) tributary head cutting caused by downstream impacts and over-widening.

These restoration efforts will provide a stable stream that transports the water and sediment delivered by its watershed, improve the water quality and aquatic habitat of the stream, lake, bayous and estuaries, and improve the floodplain connectivity and function.

D. OBJECTIVE(S):

The objective of this project is to use natural stream restoration techniques to restore approximately 833 linear feet of stream segment in the un-named tributary of D'Olive Creek. The restoration will serve to stop severe erosion, establish grade controls, and re-establish floodplain connectivity and function.

The approach is to create a new stream channel based on a natural stable stream condition and replicate its physical and biological function. This stream type is typically referred to as a reference reach, or a blueprint reach, that can be utilized to establish acceptable parameters for a stable channel. This method is the recommended practice for restoring the study reach of un-named tributary of D'Olive Creek.

The steps to restoring a stream that is self-maintaining and that provides channel stability and habitat incorporate the following:

- 1) Accessing the watershed to determine the stream condition and evolutionary change;
- 2) Identifying an appropriate stream type for restoration based on a stream classification system associated with complex river channel form;
- 3) Producing a reproduction of a reference reach that represents a stable river section for design criteria similar to its channel form, channel materials, discharge, and fish habitat (i.e., riffle, run and pool);
- 4) Transposing the new channel design over the existing conditions and constructing the project.

Approximately 833 linear feet of perennial stream channel will be constructed to match the 1.1 year return interval bank full discharge. Data collected from a stable section of the un-named tributary of D'Olive Creek will be used for design parameters. Other data was obtained from regional curves and a reference site in Baldwin and Washington counties in Alabama. Using existing data, the stream reach in the un-named tributary of D'Olive Creek will be designed and constructed with the appropriate dimension, pattern, and profile. River structures such as cross veins, J-hooks, root wads, and step pools, along with bioengineering techniques, which includes live stakes, fascines, and live plantings will be used to accomplish the stream restoration.

This project will be sub-granted to the City of Daphne for implementation.

E. EXPECTED RESULTS OR BENEFITS:

The expected project results include:

1. The restoration of the un-named tributary to D'Olive Creek and surrounding wetland habitat.
2. Reduction of sediment loads in the 303(d) List tributary of D'Olive Creek.
3. Ultimately, the improvement of water quality entering Mobile Bay.

Baldwin County and the City of Daphne will benefit from the implementation of the project in terms of water quality and habitat improvements.

F. APPROACH:

Procedures

Baldwin County will execute a sub-grantee agreement with the City of Daphne to accomplish the goals and objectives of this project. The project manager will be Ashley Campbell. Ms. Campbell will provide project oversight, and will be responsible for submitting periodic and annual reports as specified in the sub-grantee agreement.

The City of Daphne's approach will involve the following:

Watershed Hydrologic Model

The City will contract with a qualified consultant to develop the watershed model for the D'Olive Watershed. The model will be used to engineer the proposed stream restoration and as a useful tool to implement future projects in the watershed. This portion of the project will be funded by the State of Alabama's Tier 2 AL2-21 Stream Restoration of Tributary to Tiawasee and D'Olive Creek Project.

Stream Restoration

The City of Daphne will contract with an experienced contractor to implement the stream restoration. The approach will involve a combination of natural stream restoration design and other engineering practices to achieve the following:

- a. Provide a stable stream that transports the water and sediment delivered by its watershed while maintaining its dimension, pattern, and profile;
- b. Re-establish and stabilize connectivity between the stream and its floodplain;
- c. Improve and stabilize wetland connectivity and function; and
- d. Improve the water quality and aquatic habitat of the un-named tributary to D'Olive Creek.

Duration

Two Years

Schedules / Timeline

Once awarded, the City would follow the estimated time line detailed below:

Request for Qualifications & Designation of design engineer	15 weeks
Watershed Hydrologic Model, Survey and Engineering	42 weeks
Project Contract Bid & Award	8 weeks
Project Implementation	24 weeks
Project Close-Out	15 weeks

Key Personnel

Model and Design Engineer	TBD
Daphne's Public Works Director	Richard Johnson, PE
Daphne's Environmental Programs Manger	Ashley Campbell, CPESC
Baldwin County	Joey Nunnally, Construction Engineer
ADCNR	TBD

G. SITE ACTIVITY:

The stream restoration will involve clearing, grubbing, cutting and filling of the natural terrain in and near an un-named tributary to D'Olive Creek. The City of Daphne's Certified Professional in Erosion and Sediment Control will ensure site compliance with all environmental rules and regulations.

USACE

The City's project received USACE authorization which has expired. The City will seek reauthorization prior to project implementation.

ADEM

ADEM has been contacted regarding the site. If ADEM determines that coverage will be required, the City will process the application for the NPDES General Permit prior to project implementation.

USFWS

The City contacted the USFW and received a verbal agreement that there are no special species or critical habitat in the immediate area. The City will submit an official request for a letter of determination and will submit the determination upon receipt.

H. PROJECT LOCATION:

County: Baldwin County, Alabama
 Latitude: 30° 38' 56" N
 Longitude: 87° 51' 59.3" W
 Closest City: Daphne, AL

I. PROJECT COSTS:

This project will restore approximately 833 linear feet of stream segment in the un-named tributary of D'Olive Creek to stop severe erosion, establish grade controls and re-establish floodplain connectivity, for the requested funding amount of \$250,000.00. This project meets the criteria set forth in Authorized Use #1, so is therefore, not subject to the 23 percent limitation.

	Year 1	Year 2	Year 3	Year 4
a. Personnel				
b. Fringe benefits				
c. Travel				
d. Equipment				
e. Supplies				
f. Contractual	\$125,000.00	\$125,000.00		
g. Construction				
h. Other				
TOTAL	\$125,000.00	\$125,000.00		

Estimated Contractual Costs:

Stream Restoration \$250,000.00

J. RELATIONSHIP TO OTHER FEDERAL AND NON-FEDERAL PROGRAMS AND PROJECTS:

The original project included approximately 833 linear feet of stream restoration. During the two (2) years of CIAP plan initiation and approval, the erosion accelerated resulting in approximately 600 additional linear feet of stream impact. Due to the severity of the impact, the City of Daphne has added additional engineering study (watershed hydrologic model) to assist in the design of the project. The City of Daphne will utilize BC-14 funds to restore the original 833 linear feet, and the State of Alabama's Tier 2 AL2-21 Stream Restoration of Tributary to Tiawasee and D'Olive Creek Project funds to pay for the watershed model and the additional 600 linear feet of stream restoration needed due to the acceleration of the head cut.

Federal Programs

There are no Federal partners to provide funding support or resources to the project.

Non-Federal Partners

Mobile Bay National Estuary Program

The Mobile Bay National Estuary Program's Comprehensive Conservation and Management Plan Volume 1 "A Call to Action" (available upon request) is an overview of the priority environmental issues affecting Mobile Bay estuary. Habitat Management is listed as a plan objective with Habitat Preservation being a sub-objective. The City's grant application is consistent with Action Item HM-A1 of the plan "Identify and prioritize sites of particular sensitivity, rarity, or value in the Mobile Bay NEP area for potential acquisition and/or restoration, maximizing the contributions of existing preservation and management sites and the capabilities of all agencies and organizations involved in these programs."

D'Olive Creek Management Plan

The D'Olive Watershed Working Group (DWWG), led by the MBNEP and Thompson Engineering, prepared a watershed management plan (available upon request) for the D'Olive Watershed. The comprehensive plan's purpose is to arrest accelerated erosion, reduce sediment loadings, restore Lake Forest Lake, devise strategies to restore water quality in the impaired streams (ADEM 303d listed), and mitigate the impact of continued urban growth in the watershed. The plan recommends the development of a comprehensive watershed model to provide Watershed managers a useful tool(s) to implement the Watershed Management Plan and the restoration of severely impacted stream segments.

Baldwin County Natural Hazards Mitigation Plan and CIAP Plan

This project is consistent with City of Daphne's and Baldwin County's Natural Hazards Mitigation Action Program (available upon request). The project falls under the Plan's high priority Mitigation Measures 4.2.1 and 4.2.2. The goal for these measures is natural resource protection and the program objective is river/stream corridor restoration and protection.

K. CHANGES FROM THE APPROVED CIAP STATE PLAN

Principal Personnel Changes

The Principal Contact has changed from Frank Burt to Tucker Dorsey. Project/Recipient staff contact has changed from DJ Hart to Joey Nunnally. Application staff contact has changed from Alainna Elliott to Clair Dorrough.

Identify Any significant financial changes

There are no financial changes to the project.

Assurance statement

The proposed changes comply with the original intent of the project as stated in the approved Plan. The modified description is consistent with the original project description to the extent

it remains recognizable. The proposed changes are still covered by the Governor's Certification of Public Participation.

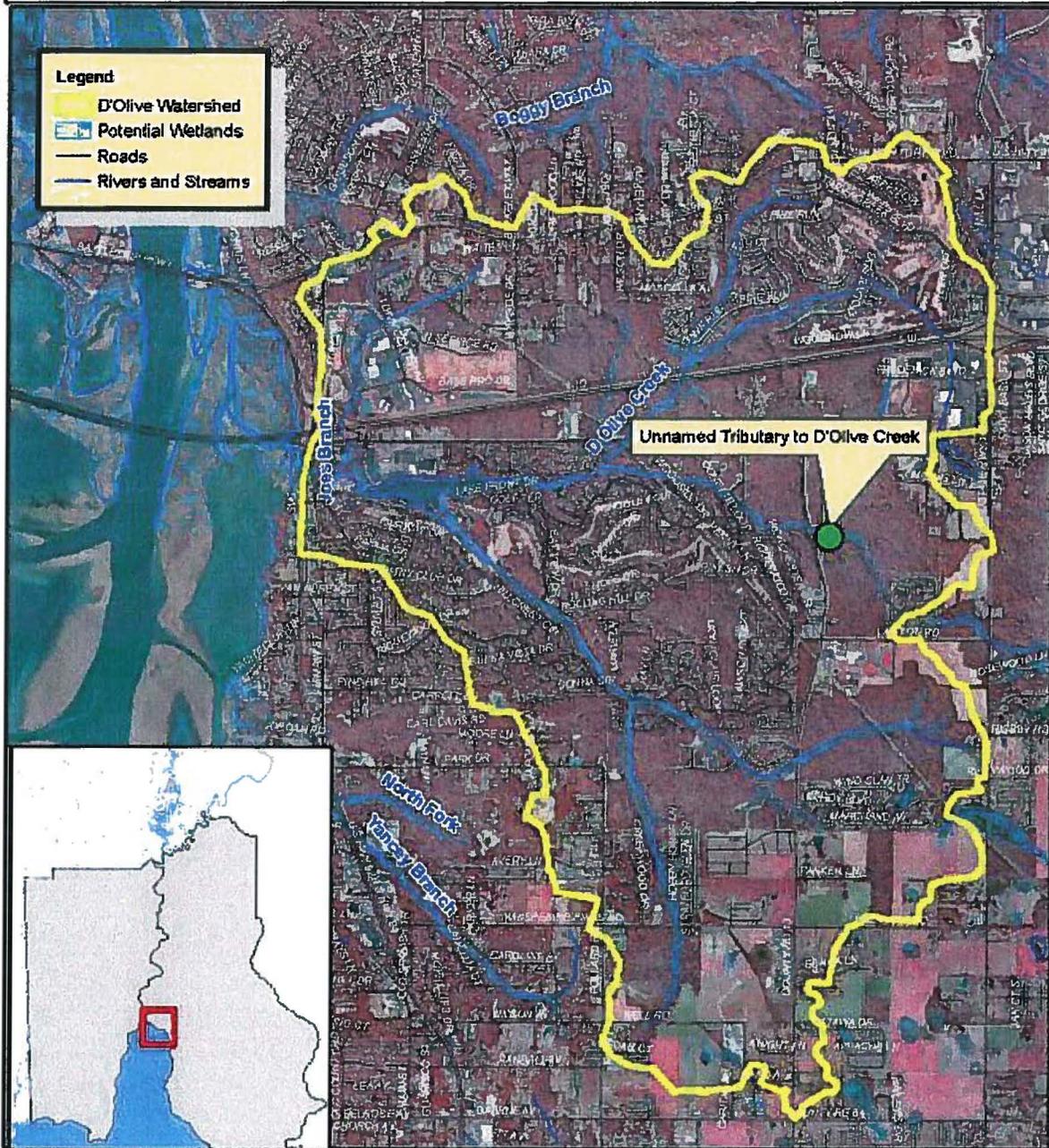
Identify Any Project / Technical Changes

The proposed changes comply with the original intent of the project as stated in the approved Plan. The modified description is consistent with the original project description to the extent it remains recognizable. The proposed changes are still covered by the Governor's Certification of Public Participation. A copy of the project description as approved in the Plan is attached for reference.

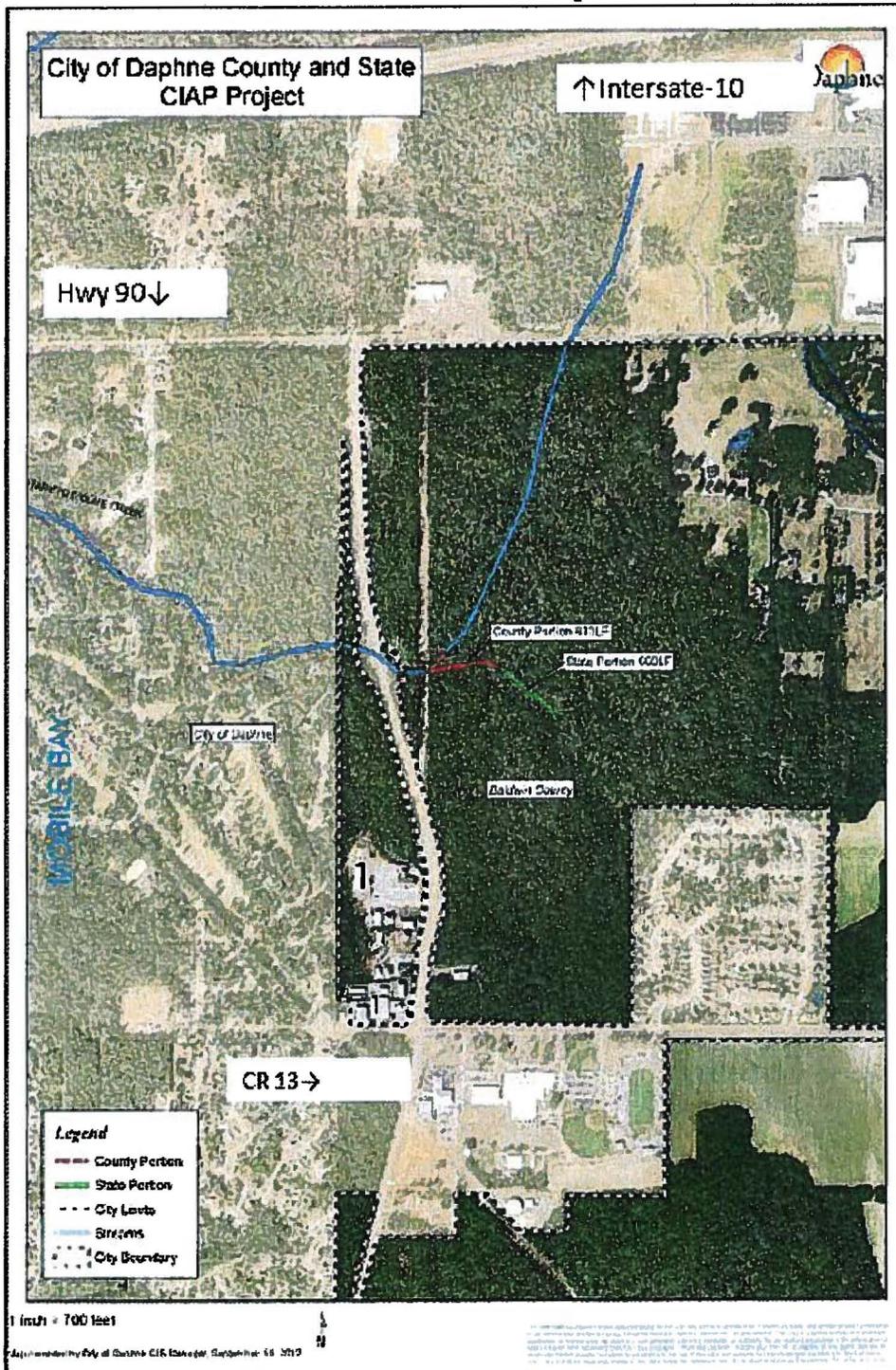
Coastal Impact Assistance Program
MAPS/DRAWING/PHOTOGRAPHS

State of Alabama
Coastal Impact Assistance Program
Stream Restoration for Tributary to D'Olive Creek

0 0.150.3 0.6 0.9 1.2
Miles



Attachment 2-Site Map



Attachment 4a-Picture of Erosion in Headwaters of Un-named Tributary to D'Olive Creek



**Attachment 4b-Picture of Erosion Un-named Tributary of D'Oliv
Creek**



Exhibit C

State of Alabama Contract Provisions

EXHIBIT "C" - State of Alabama Contract Provisions

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a Debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any Provision of this AGREEMENT shall contravene any statute or Constitutional provision or Amendment, either now in effect or which may, during the course of this AGREEMENT, be Enacted, then the conflicting provision in the contract shall be deemed null and void.

ALTERNATE DISPUTE RESOLUTION

For any and all disputes arising under the terms of this contract, the parties hereto agree, In compliance with the recommendations of the Governor and Attorney General, when Considering settlement of such disputes, to utilize appropriate forms of non-binding Alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the AGREEMENT term is to exceed more than one fiscal year, then said AGREEMENT is subject to termination in the event that funds should not be appropriated for the continued payment of the AGREEMENT in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, the AGREEMENT will be subject to termination.

Exhibit D

Invoice Format Template

Invoice Number

Baldwin County Commission Grant
Attention:
Street Address
City, State Zip Code

Baldwin County
Award Name
Award Number
Plan Number

Name of Grantee
Street Address
City, State Zip Code

Invoice Title
Invoice Billing Period
Invoice Date

Expenses

Salary/ Fringe:

<u>Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Wages</u>	<u>Fringe Rate</u>	<u>Fringe</u>	<u>Total Wages</u>
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Other Expenses

Balance Due

Authorized Purchasing Agent
Street Address
City, State Zip Code
Telephone Number
Email Address
Fax Number

Notations

Authorized Purchasing Agent's Signature

Exhibit E

Performance Report Template

**BALDWIN COUNTY, ALABAMA
COASTAL IMPACT ASSISTANCE PROGRAM
PERFORMANCE REPORT**

Text boxes will expand to accommodate any length of comments.

Period covered by this report:		Annual or Final report?	(Report #)
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1. Project Information:

Name of Organization	Baldwin County Commission
CIAP Grant Award Number	F13AF00395
Project Number and Name	BC-14 Stream Restoration for Tributary to D'Olive Creek
Grant Award Date	January 01, 2013

2. Project Point of Contact – person completing this form (please note if point of contact has changed).

Name	Joey Nunnally
Title	Construction Engineer
Complete Mailing Address	Baldwin County Highway Department PO Box 220 Silverhill, AL 36576
Office Phone	251-937-8533
Cell Phone	
Fax	251-937-0201
E-mail	jnunnally@baldwincountyal.gov

3. Goals and Objectives:

3a. State the goal of your CIAP Project.

3b. State the objectives of your project.

-

4. Performance Report: *Please refer to your approved Grant Award for reference and assistance.*

4a. Accomplishments: *Describe actual accomplishments with the goals and objectives established for the reporting period, the results/findings, or both.*

4b. Schedule: *Discuss your progress on the timeline established in the Grant Award. If established goals and objectives were not met, explain reasons why. Also describe any favorable developments that may enable achieving time schedules and objectives sooner or at less cost than anticipated, or producing more beneficial results than originally planned.*

4c. Other information: *Discuss any other important information including, when appropriate, analysis and explanation of any cost overruns or high unit costs compared to the benefit received to reach an objective.*

4d. Problems or Delays: Explain any problems, delays, or adverse conditions that may materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

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5. Future Plans:

For interim reports, discuss plans for the future – i.e. how will this project be sustained beyond CIAP funding? For final reports, discuss lessons learned from this project.

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6. Project Deliverables:

List here and attach to this report all deliverables due during this reporting period such as digital photos, permits, findings, maps, media coverage, brochures, plans, reports and other work products.

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7. Summary or comments:

Optional – Provide any additional comments or summary on this CIAP project.

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