



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

October 11, 2022

PHONE: 334/242-3165
FAX: 334/242-3167

MEMORANDUM

TO: Amy Hunter, Assistant Chief
DWH Restoration Coordinator

FROM: Juliana T. Dean *JTD / JNB*
Deputy General Counsel

RE: Subaward Grant Agreement-Amendment No. 2
Baldwin County Commission
State Expenditure Plan #13
Longevity, Stability and Water Quality Improvements

Please find attached the fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:hb

Attachments
cc: Accounting

STATE OF ALABAMA
MONTGOMERY COUNTY

ADCNR Grant #: S1P13-BSWQ

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 2

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the Baldwin County Commission (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Direct Component project titled "State Expenditure Plan #13: Longevity, Stability & Water Quality Improvements, Bon Secour DMDA" (hereinafter "Project"). The purpose of this project is to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA), further described in the Federal Award GNSSP21AL0016-01-02. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP21AL0016-01-02, Longevity, Stability & Water Quality Improvements, Bon Secour DMDA Amendment No. 2. This amendment executes the following suite of actions:

- This amendment adds \$314,942 in RESTORE funding to the award and removes co-funding (\$315,510) from the award. Therefore, the Non-Federal Share Requirement Special Award Condition no longer applies and
 - All other terms and conditions as included in the initial award and amendment #1 remains in effect.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): [REDACTED]
 - b. Federal Award Period of Performance: 10/01/2019 to 07/16/2023
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$554,606.00
 - d. Subrecipient UEI [REDACTED]
 - e. Total Amount of Federal Award: \$665,908.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street, Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
 3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of five hundred fifty-four thousand six hundred six and xx/100 dollars (\$554,606.00).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on July 16, 2023.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on July 16, 2023 (hereinafter "Agreement Term").
6. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

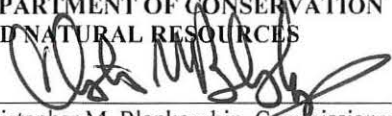
Baldwin County Commission
Attn: Commissioner James E. Ball
312 Courthouse Square
Bay Minette, Alabama 36507

Joey Nunnally, Baldwin County Engineer
Baldwin County Commission
312 Courthouse Square
Bay Minette, Alabama 36507
JNunnally@baldwincountyal.gov

7. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
8. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
 1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP21AL0016-01-02 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner


Date: 10-11-22

BALDWIN COUNTY COMMISSION


James E. Ball, Commissioner

Date: 10/04/2022

Attest:


Ronald J. Cink, Budget Director/Interim County Administrator

Date: 10/04/2022



Reviewed By Accounting


Joseph Orientan
DCNR Accounting Director

APPROVED LEGAL



AL-09/08/2022

Subrecipient Name: Baldwin County Commission, UEI: [REDACTED]

Title of Grant Project: State Expenditure Plan #13: Longevity, Stability & Water Quality Improvements, Bon Secour DMDA

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	Baldwin County Commission
(ii.) Subrecipient's unique entity identifier	UEI: [REDACTED]
(iii.) Federal Award Identification Number (FAIN);	[REDACTED]
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/08/2022
(v.) Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on July 16, 2023.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$554,606.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$554,606.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$554,606.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA).
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: [REDACTED] is \$665,908.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 27.39%.



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1 JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

March 2, 2022

Ms. Robyn Cohron
Coastal Restoration Account Specialist
Alabama Department of Conservation and Natural Resources
31115 5 Rivers Boulevard
Spanish Fort, Alabama 36527

RE: Annual Pre-award Risk Assessment by the Alabama Department of Conservation and Natural Resources (ADCNR)

Dear Ms. Cohron:

The Baldwin County Commission, during its regularly scheduled meeting held on March 2, 2022, authorized me, as Chairman, to execute the annual *Alabama Department of Conservation and Natural Resources (ADCNR) Subrecipient Risk Assessment Questionnaire* which allows ADCNR to determine a subrecipient's ability to carry out projects and comply with Federal and State Statutes, regulations and the terms and conditions of subawards for purposes of determining the appropriate subrecipient monitoring.

Enclosed is the **executed original** *Questionnaire* for your file. Please return a **fully executed copy** of the *Questionnaire* to this office to the attention of Commission Administration Staff for our file.

If you have any questions or need further assistance, please do not hesitate to contact me or Ronald J. Cink, Budget Director, at (251) 937-0264.

Sincerely,

JAMES E. BALL, Chairman
Baldwin County Commission

JB/jb Item BE12

cc: Ronald J. Cink
Joey Nunnally
Frank Lundy
Seth Peterson
Lisa Sangster
Cian Harrison
Eva Cutsinger
Christie Davis

ENCLOSURE(S)

Information and Instructions Regarding the Subrecipient Risk Assessment

Once a project has been selected for implementation, and prior to grant application development, DCNR will conduct a risk assessment to determine a subrecipient's ability to carry out the project and comply with Federal and State Statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. The risk assessment will be performed by DCNR grant and accounting staff. Subrecipient staff, including grant management and financial/accounting staff will participate.

1. Before risk assessment, ADCNR will send the risk assessment checklist to subrecipient. Subrecipient will complete the checklist and send it back, attaching documents that support the answers in the questionnaire. Subrecipient will also send copies of the 2 most recent audits.
2. ADCNR schedules a date for in person site visit.
3. DCNR accounting staff will meet on site with subrecipient grant management and accounting staff to review checklist, adequacy of policies and procedures and identify any additional items needed.
4. ADCNR will sign the risk assessment, and complete a cover letter providing detail on the results of the risk assessment and upload the documents to the granting agency.
5. The results of the risk assessment will determine the relative level of subrecipient oversight and monitoring. This is subject to change as the project progresses.
6. The completion of the risk assessment is not a guarantee that subrecipient policies and procedures are adequate or complete as they relate to compliance with applicable federal regulations and guidelines.
7. A subrecipient only needs to complete one risk assessment per year to cover all projects.
8. **Risk assessments will be UPDATED ANNUALLY:**
On an annual basis, subrecipient will complete the risk assessment checklist, and include a cover letter identifying any information that has changed, including changes or updates to grant and/or financial management policies and procedures, provide copies of any updates/changes. Subrecipient will also provide a copy of the most recent audit.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients.

Please provide a **SIGNED COPY** of the completed risk assessment questionnaire (pdf is okay).

This questionnaire must be completed prior to entering into a subaward agreement. DCNR will follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter, Ph.D.

Project Name:

Grant Number, if known:

2. Subrecipient Contact Information

Full Legal Organization/Business Name: Baldwin County Commission

Address: 312 Courthouse Square, Bay Minette, Alabama 36507

Telephone number: 251-937-0371

Fax number: 251-937-0201

Name of person completing this form: Ronald Cink

E-mail address: rcink@baldwincountyal.gov

Website: www.baldwincountyal.gov

Incorporated in: Alabama Incorporated Date: 1934

Number of employees: 716

DUNS number: [REDACTED] Unique Entity ID (UEI): [REDACTED]

EIN (Employee ID Number): [REDACTED]

Fiscal Year (Month/Year): 02/2021

3. Subrecipient Type of Organization (select one):

☒ Government

☐ Nonprofit corporation

☐ Other
corporation

☐ Individual

<p>8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).</p>	
<p>X Yes</p>	<p><input type="checkbox"/> No</p>
<p>Auditor Contact Name and Title: Brian.Wheeler@examiners.alabama.gov</p>	
<p>9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.</p>	
<p>X Yes</p>	<p><input type="checkbox"/> No</p>
<p>https://www.baldwincounty.al.gov/departments/finance-accounting/finance-audit-reports</p>	
<p>10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.</p>	
<p><input type="checkbox"/> Yes</p>	<p>X No</p>
<p>Explanation (if applicable):</p>	
<p>11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities? Please provide documentation to support an affirmative answer.</p>	
<p>X Yes See SEFA & BCC Policies</p>	<p><input type="checkbox"/> No</p>
<p>12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)? Please provide documentation to support an affirmative answer.</p>	
<p>X Yes See SEFA, BCC policies</p>	<p><input type="checkbox"/> No</p>
<p>13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.</p>	
<p><input type="checkbox"/> Yes</p>	<p>X No</p>

Explanation (if applicable):

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services? Please provide documentation to support an affirmative answer.

X Yes See SEFA, BCC Policies

☐ No

15. Are all bank accounts reconciled monthly? Please provide documentation to support an affirmative answer.

X Yes BCC Policies

☐ No

16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of: Please provide documentation to support an affirmative answer.

the total funds available for a grant?

X Yes See SEFA, BCC Policies

☐ No

the total funds available for a budget cost category (e.g., Personnel, Travel)?

X Yes See SEFA, BCC Policies

☐ No

17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds? Please provide documentation to support an affirmative answer.

X Yes See SEFA, BCC Policies

☐ No

18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable? Please provide documentation to support an affirmative answer.

X Yes See SEFA, BCC Policies

☐ No

19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.

☐ Yes

X No

Explanation (if applicable):

20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
<div style="display: flex; justify-content: space-between;"> X Yes <input type="checkbox"/> No </div> <p>Explanation (if applicable): Implemented a new accounting software system with enhanced project accounting.</p>		
21. Does Subrecipient have policies that address the following? Please provide documentation to support an affirmative answer.		
Pay Rates and Benefits	X Yes	<input type="checkbox"/> No
Leave	X Yes	<input type="checkbox"/> No
Conflicts of Interest	X Yes	<input type="checkbox"/> No
Purchasing/Procurement	X Yes	<input type="checkbox"/> No
Capitalization/depreciation	X Yes	<input type="checkbox"/> No
22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.		
<p>Explanation: BCC Policies</p>		
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures? Please provide documentation to support an affirmative answer.		
<div style="display: flex; justify-content: space-between;"> X Yes BCC Policies <input type="checkbox"/> No </div>		
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts? Please provide documentation to support an affirmative answer.		

X Yes BCC Policies	<input type="checkbox"/> No																												
<p>25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment? Please provide documentation to support an affirmative answer.</p>																													
X Yes BCC Policies	<input type="checkbox"/> No																												
<p>26. Does Subrecipient periodically check its detailed property records against physical inventory? Please provide documentation to support an affirmative answer.</p>																													
Y Yes BCC Policies	<input type="checkbox"/> No																												
<p>27. Attachments: Please attach the following or check N/A if not applicable.</p>																													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;"><u>Document</u></th> <th style="width: 15%;"><u>Attached</u></th> <th style="width: 30%;"><u>N/A</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td>Articles of Incorporation</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">X</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Bylaws</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">X</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">X</td> </tr> <tr> <td style="text-align: center;">d.</td> <td>Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">X</td> </tr> <tr> <td style="text-align: center;">e.</td> <td>Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)</td> <td style="text-align: center;">X</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">f.</td> <td>Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any</td> <td style="text-align: center;">X</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		<u>Document</u>	<u>Attached</u>	<u>N/A</u>	a.	Articles of Incorporation	<input type="checkbox"/>	X	b.	Bylaws	<input type="checkbox"/>	X	c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	<input type="checkbox"/>	X	d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	<input type="checkbox"/>	X	e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	<input type="checkbox"/>	f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any	X	<input type="checkbox"/>
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>																										
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f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any	X	<input type="checkbox"/>																										

	direct federal award received by Subrecipient		
g.	Indirect cost rate agreement	<input type="checkbox"/>	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	<input type="checkbox"/>	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	<input type="checkbox"/>	X

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

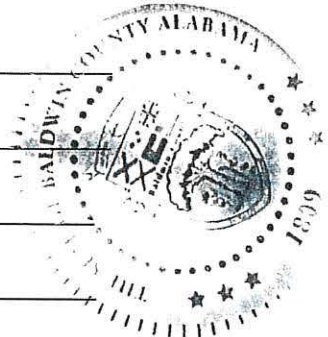
Signature: _____

Printed Name: James E. Ball

Title: Baldwin County Commission, Chairman

Subrecipient Entity: Baldwin County Commission


Date: March 2, 2022



To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: March 10, 2022
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) NO SITE VISIT REQUIRED AS RISK ASSESSMENT WAS AN ANNUAL UPDATE.
Additional Comments:
CONCLUSION: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High
Is the amount of identified risk acceptable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Monitoring required: Annual Updates

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: **Dr. Amy Hunter, Ph.D.**

Title: **Deepwater Horizon Restoration Coordinator**

Date: **March 10, 2022**

***Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2020***

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Grantor's Identifying Number	Total Federal Expenditures
<u>U. S. Department of Agriculture</u>			
<u>Passed Through Alabama Department of Education</u>			
Child Nutrition Cluster:			
School Breakfast Program-Cash Assistance	10.553	N/A	\$ 15,834.58
National School Lunch Program:			
Cash Assistance	10.555	N/A	24,825.10
Non-Cash Assistance (Commodities)	10.555	N/A	4,764.18
Sub-Total National School Lunch Program			<u>29,589.28</u>
Total Child Nutrition Cluster			<u>45,423.82</u>
Total U. S. Department of Agriculture			<u>45,423.82</u>
<u>U. S. Department of Commerce</u>			
<u>Passed Through Alabama Department of Environmental Management</u>			
Coastal Zone Management Administration Awards	11.419	C90593015	<u>35,000.00</u>
Total U. S. Department of Commerce			<u>35,000.00</u>
<u>U. S. Department of Housing and Urban Development</u>			
<u>Passed Through Alabama Department of Economic and Community Affairs</u>			
Community Development Block Grant/State's Program And			
Non-Entitlement Grants in Hawaii	14.228	CY CM PF 18 009	<u>283,868.45</u>
Total U. S. Department of Housing and Urban Development			<u>283,868.45</u>
<u>U. S. Department of Interior</u>			
<u>Direct Program</u>			
Payments In Lieu of Taxes	15.226	N/A	41,177.98
GoMESA	15.435	N/A	684,875.38
National Wildlife Refuge Fund	15.659	N/A	295,093.00
Total U. S. Department of Interior			<u>1,021,151.36</u>
<u>U. S. Department of Justice</u>			
<u>Direct Program</u>			
Equitable Sharing Program	16.922	N/A	<u>165,539.53</u>
Total U. S. Department of Justice			<u>165,539.53</u>
Sub-Total Forward			\$ 1,550,982.16

***Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2020***

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Grantor's Identifying Number	Total Federal Expenditures
Sub-Total Brought Forward			\$ 1,550,982.16
<u>U. S. Department of the Treasury</u>			
<u>Direct Program</u>			
COVID-19 Coronavirus Relief Fund	21.019	N/A	1,264,542.12
Total U. S. Department of the Treasury			1,264,542.12
<u>U. S. Department of Transportation</u>			
<u>Passed Through Alabama Department of Transportation</u>			
Formula Grants for Rural Areas and Tribal Transit Program	20.509	RPTO 100070943	1,063,200.00
Formula Grants for Rural Areas and Tribal Transit Program	20.509	FTA9C 100069246	22,940.00
Formula Grants for Rural Areas and Tribal Transit Program	20.509	RPTO 100065258	3,932.00
Formula Grants for Rural Areas and Tribal Transit Program	20.509	RPTO 100070944	711,820.00
Formula Grants for Rural Areas and Tribal Transit Program	20.509	FTA9-100070904	81,673.00
Sub-Total Formula Grants for Rural Areas and Tribal Transit Program			1,883,565.00
Total U. S. Department of Transportation			1,883,565.00
<u>U. S. Department of Health and Human Services</u>			
<u>Passed Through the Alabama Department of Public Health</u>			
Special Programs for the Aging Title III, Part C Nutrition Services	93.045	302-AAA-19	122,523.00
Public Health Emergency Preparedness	93.069	N/A	9,452.55
Total U. S. Department of Health and Human Services			131,975.55
<u>Executive Office of the President</u>			
<u>Passed Through the Alabama Department of Public Safety</u>			
High Intensity Drug Trafficking Areas Program	95.001	N/A	80,223.62
Total Executive Office of the President			80,223.62
<u>U. S. Department of Homeland Security</u>			
<u>Passed Through Alabama Emergency Management Agency</u>			
Disaster Grants-Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4563-DR	3,616,436.14
Emergency Management Performance Grants	97.042	20-EMPG	86,419.00
Total U. S. Department of Homeland Security			3,602,855.14
Total Expenditures of Federal Awards			\$ 8,574,143.59

N/A = Not Available or Not Applicable

The accompanying Notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule.

***Notes to the Schedule of Expenditures
of Federal Awards***

For the Year Ended September 30, 2020

Note 1 – Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) includes the federal grant activity of the Baldwin County Commission under programs of the federal government for the year ended September 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U. S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)*. Because the Schedule presents only a selected portion of the operations of the Baldwin County Commission, it is not intended to and does not present the financial position or changes in net position of the Baldwin County Commission.

Note 2 – Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the *Uniform Guidance* wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Baldwin County Commission has not elected to use the 10-percent de minimus indirect cost rate as allowed by the *Uniform Guidance*.

**Alabama Department of Conservation & Natural Resources
Debarred and Suspended Parties/UEID Documentation &
Verification**

Name of Organization Baldwin County Commission

UEID: 

If your Organization doesn't have a UEID, please read the information below

Information about your UEID and Instructions on how to obtain your UEID:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEID. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses the UEID to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☒ **Obtain a UEID** – A UEID or Unique Entity Identifier is a unique, 12-character identifier issued and maintained by Sam.gov that verifies the existence of a business entity globally. After you receive a UEID, your business will be listed in Sam.gov.

1. **If you have already registered or are unsure**, log onto <https://sam.gov/> and click on "Search." Enter your Business name and click **SEARCH**. The site will display the results of your search.
2. **To obtain a UEID**, log onto <https://sam.gov/>. See Quick Start Guide for Obtaining a Unique Entity ID.

Next Steps to be performed by DCNR Grant Manager

☒ **Determine whether the entity is on the federal government's list of debarred and suspended parties.**

Click the <https://www.sam.gov/> link. You will enter the SAM website.

1. **Register for a free account and logon.**

2. How to search for an entity or individual in SAM

Click "SEARCH"

In the search bar type in the Entity name or Unique Entity Identifier (UEID) and/or the Entity Commercial and Government Entity (CAGE) code. Individuals are not assigned a UEID or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click the name in the results to view the entities registration information. Next, click exclusions. You should see the results below to continue the subaward process. This form will be sent to Central Accounting with subaward documents.

■ ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

■ INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

FOR DCNR USE ONLY

UEID Verified: YES ☒ NO ☐

Verified Entity is not Debarred

or Suspended: YES ☒ NO ☐

Date: October 6, 2022

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal Division

Contract/Grant Number: S1P13-BSWQ

Federal Award Number: GNSSP21AL0016-01-02



BALDWIN, COUNTY OF

Unique Entity ID [REDACTED]	CAGE / NCAGE 4MV41	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Feb 28, 2023	
Physical Address 312 Courthouse Square STE 11 Bay Minette, Alabama 36507-4809 United States	Mailing Address 312 Courthouse Square STE 11 Bay Minette, Alabama 36507-4809 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Alabama 01	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Mar 2, 2022	Submission Date Feb 28, 2022	Initial Registration Date Jan 18, 2007
---------------------------------------	----------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Dec 21, 1809	Fiscal Year End Close Date Sep 30
------------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types		
Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government

County

Other Government Entities

Transit Authority

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

4MV41

Points of Contact**Electronic Business**

✉

Christie Davis, Accounting Manager

312 Courthouse Square

Bay Minette, Alabama 36507

United States

Government Business

✉

WANDA GAUTNEY, PURCHASING OFFICER

312 Courthouse Square

Suite 15

Bay Minette, Alabama 36507

United States

Clan Harrison, Clerk/Treasurer

312 Courthouse Square

Suite 11

Bay Minette, Alabama 36507

United States

Service Classifications**NAICS Codes**

Primary

NAICS Codes

NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

1. DATE ISSUED MM/DD/YYYY 09/08/2022	1a. SUPERSEDES AWARD NOTICE dated 07/12/2022 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	The Gulf Coast Ecosystem Restoration Council RESTORE Council Gulf Coast Ecosystem Restoration Council 500 Poydras Street Suite 1117 New Orleans, LA 70130 NOTICE OF AWARD AUTHORIZATION (Legislation/Regulations) RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill Impact Component
2. CFDA NO. 87.052 - Spill Impact Component Project Grants		
3. ASSISTANCE TYPE Project Grant		
4. GRANT NO. GNSSP21AL0016-01-02 Formerly	5. TYPE OF AWARD Other	
4a. FAIN	5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD From MM/DD/YYYY 10/01/2019	Through MM/DD/YYYY 07/16/2023	
7. BUDGET PERIOD From MM/DD/YYYY 12/18/2020	Through MM/DD/YYYY 07/16/2023	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #13: Longevity, Stability & Water Quality Improvements, Bon Secour DMDA		

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 09/09/2022	10b. FEDERAL PROJECT OFFICER Bjorn Johnson 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-444-1260

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance) I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION a. Amount of Federal Financial Assistance (from Item 11m) 665,908.00 b. Less Unobligated Balance From Prior Budget Periods 0.00 c. Less Cumulative Prior Award(s) This Budget Period 350,966.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 314,942.00 13. Total Federal Funds Awarded to Date for Project Period 665,908.00			
a. Salaries and Wages	26,068.00	b. Fringe Benefits	11,085.00				
c. Total Personnel Costs	37,153.00	d. Equipment	0.00				
e. Supplies	0.00	f. Travel	259.00				
g. Construction	0.00	h. Other	0.00				
i. Contractual	618,249.00	j. TOTAL DIRECT COSTS	665,681.00				
k. INDIRECT COSTS	10,247.00	l. TOTAL APPROVED BUDGET	665,908.00				
m. Federal Share	665,908.00	n. Non-Federal Share	0.00				

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project): <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">YEAR</th> <th style="width: 25%;">TOTAL DIRECT COSTS</th> <th style="width: 25%;">YEAR</th> <th style="width: 25%;">TOTAL DIRECT COSTS</th> </tr> <tr> <td>a. 2</td> <td></td> <td>d. 5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e. 6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f. 7</td> <td></td> </tr> </table>				YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2		d. 5																	
b. 3		e. 6																	
c. 4		f. 7																	
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) <div style="border: 1px solid black; width: 40px; height: 40px; text-align: center; margin: 10px auto;">a</div>																			
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																			

REMARKS (Other Terms and Conditions Attached -



This amendment adds \$314,942 in RESTORE funding to the award and removes co-funding (\$315,510) from the award. Therefore, the Non-Federal Share Requirement Special Award Condition no longer applies. The revised budget narrative is attached. All other terms and conditions as included in the initial award and amendment #1 remains in effect.

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
 500 Poydras St Ste 1117
 New Orleans, LA 70130-7305
 Phone: 504-444-3511

Electronically Signed 09/09/2022

17.OBJ CLASS 41.0008	18a. VENDOR CODE 929933406	18b. EIN	19a. UEI	19b. DUNS	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION
21. a. SEP	b. GNSSP21AL0016	c. 6013 NONIN	d.	\$314,942.00	e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

AWARD ATTACHMENTS

CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF

GNSSP21AL0016-01-02

1. Award Terms and Conditions

AWARD NOTES

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☒ MILESTONES

GCERC Internal Financial Codes:

FY22 - CatB 6013 - Cost Pool

GCCSTAL000 CAM1: GCCGWATERQUL

CAM2: GCCMOBILEBAY

CAM3: GCCPWATERRES

REVISED SPECIAL AWARD CONDITIONS

In Amendment #1 to this award, co-funding, in the amount of \$315,510, and associated Special Award Condition #10, Non-Federal Share Requirement, were made a part of the award.

This amendment, Amendment #2, removes all co-funding from the award. Therefore, Special Award Condition #10, Non-Federal Share Requirement, no longer applies and is hereby removed from the award.

REVISED FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$350,966.00	\$0.00	\$314,942.00	\$665,908.00	

BUDGET NARRATIVE

1.0 Summary and Justification

- Funding in the amount of \$350,966 was initially requested for construction of improvements to the Bon Secour Dredge Material Disposal Area (DMDA). The estimate was based on the assessment of a qualified County engineering team and validated by the contractor preparing the engineering and design package. All had experience developing project plans of similar scope and complexity in this geographic region.
- This amended justification adds \$279,942 of Spill Component funds to the project construction budget and removes the subrecipient co-funding obligation. The cost of construction has escalated significantly, due to labor shortage and supply chain volatility, since the cost estimation was completed. Despite a competitive advertisement campaign and opportunity to bid, only one contracting firm submitted a bid. The sole bidder provided a bid of \$554,606. This price is \$315,510 higher than all the estimated budgets for construction activities (Construction of Berm, and Construction of the Weir.)
- Baldwin County has also requested the movement of \$35,568 from the Construction Inspection and Compliance category to Construction. Instead of contracting for those services, the County will use in-house personnel to accomplish these tasks. Leveraged funding will be updated.
- The amended justification also adds \$35,000 of Spill Component funds to the ADCNR project management budget.
- The Baldwin County Commission plans to construct a structurally sound weir at the Bon Secour Dredge Material Disposal Area (DMDA). The County has already completed the environmental compliance assessment and engineering & design phase of this project. The County will select a contractor to construct necessary improvements to restore 100 linear feet of berm wall and install a steel-framed weir box on spread footings.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$665,908
<i>Total Pre-Award Funds Requested</i>	<i>\$3,817</i>
<i>Total Direct Costs Requested</i>	<i>\$655,661</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$10,247</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 Pre-Award Costs

The DWHRC/Biologist V dedicated approximately 5 hours and the Natural Resources Planner and Account Clerk dedicated approximately 20 hours each to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$1,879 (salary and fringe).

Volkert & Associates, Inc. supported the development of grant application documents for State Expenditure Plan grants at an estimated cost of \$1,938.

Work to develop all required documents for began October 1, 2019. This work is required for submission of the grant documentation to the RESTORE Council for final approval of the project and release of project funds. Detailed timesheets and/or invoices will be provided to validate these pre-award cost amounts.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

ADCNR's Deepwater Horizon Restoration Coordinator – DWHRC/Biologist V will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Natural Resource Planner will assist in preparing draft proposals for review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Account Clerk will assist in preparing draft proposals for review, developing budgets and expense details, reviewing subrecipient invoices, submitting reimbursements to RESTORE Council, and coordinating and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Position/Role	Duties and Responsibilities	Unit Cost	Hours or % Time (devoted to the project)	Total Compensation (life of project)	Pre-Award Costs
DWHRC / Biologist V	Coordinating and supporting all staff in submission of RESTORE Act grants	\$102,712.80	5 hours	\$247	Pre-Award Costs
Natural Resource Planner	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$62,529.60	20 hours	\$601	Pre-Award Costs
Account Clerk	Prepare budget documents and general support for Spill Impact Component RESTORE Act funding	\$48,974.00	20 hours	\$471	Pre-Award Costs
DWHRC / Biologist V	Coordinating and supporting all staff in submission of RESTORE Act grants	\$104,767	3%	\$4,715	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$81,814	3.75%	\$4,602	
Natural Resource Planner	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$63,780	10%	\$9,567	
Account Clerk	Prepare budget documents and general support for Spill	\$39,101	10%	\$5,865	

	<i>Impact Component RESTORE Act funding</i>				
--	---------------------------------------------	--	--	--	--

TOTAL PERSONNEL: \$26,068

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

Position (s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs
<i>DWHRC / Biologist V</i>	\$247	35%	\$86	<i>Pre-Award Costs</i>
<i>Natural Resource Planner</i>	\$601	42%	\$253	<i>Pre-Award Costs</i>
<i>Account Clerk</i>	\$471	47%	\$221	<i>Pre-Award Costs</i>
<i>DWHRC / Biologist V</i>	\$4,715	35%	\$1,650	
<i>Grants Manager / Biologist III</i>	\$4,602	38%	\$1,749	
<i>Natural Resource Planner</i>	\$9,567	42%	\$4,018	
<i>Account Clerk</i>	\$5,865	53%	\$3,108	

TOTAL FRINGE BENEFITS: \$11,085

3.3 Travel

ADCNR Personnel will travel approximately 6 times to the work site during the life of the project. Work site trip will be used to ensure scope of work is being followed and invoices reflect work completed.

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs
<i>Project Oversight</i>	<i>Bon Secour</i>	6	2	<i>Mileage – 450 (75 round trip)</i>	<i>\$0.575 per mile</i>	\$259	

TOTAL TRAVEL: \$259

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

No supplies are expected to be purchased

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The Baldwin County Commission will be a subrecipient to the Alabama Department of Conservation and Natural Resources. An amended subaward agreement will be issued for \$554,606 to complete the scope of work. ADCNR will continue to implement the subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment completed on May 13, 2020 with updates completed annually; holding a project kick-off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

The Baldwin County Commission will complete procurement activities to secure the services of a qualified construction inspection consultant and 1-2 construction firms.

NOTE: Leveraged funds (\$51,000) were used to accomplish all permit assessment and engineering & design requirements for this project prior to grant award.

NOTE: Leveraged funds (\$35,568) will be used to support Baldwin County personnel accomplishment of construction inspection and compliance tasks.

Project Period of Performance – December 17, 2020 – July 16, 2023 (Award + 31 months).

Construction Inspection and Compliance - \$0

Name of Contractor: Baldwin County Personnel to be used.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: County personnel will conduct construction inspection and compliance checks.

Deliverables: routine status reports and final project quality/inspection report.

Completion of Berm Wall Restoration - \$316,125

Name of Contractor: Blade Construction LLC

Method of Selection: Construction contractor(s) was selected using a sealed bid process awarding the contracts to the lowest qualified bidders, in compliance with County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The County selected a contractor to construct necessary improvements to restore shoreline and provide long-term stability. Construction to be completed is DMDA berm wall stability restoration and rework excavation of 100-line feet of berm. The final deliverables will include construction as-builts. Contingency is included in this estimate.

Item	Description	Cost
Excavation	\$42.05 per cubic yard for 2815 cubic yards	\$118,371
Placement & Shaping	\$70.25 per cubic yard for 2815	\$197,754
TOTAL FOR TASK:		\$316,125

Method of Accountability:

Following selection of a qualified construction firm, County staff is developing a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance with Federal guidelines

and report to the funding agencies through regular progress reports and payment requests. County personnel will be supported by a 3rd party construction inspection consultant.

Completion of Weir Structure Installation - \$238,481

Name of Contractor: Blade Construction LLC

Method of Selection: Construction contractor was selected using a sealed bid process awarding the contracts to the lowest qualified bidders, in compliance with County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The contractor will construct necessary improvements to restore shoreline and provide long-term stability. A steel-framed weir box will be installed on spread footings. Site work includes excavation, grading, bedding, select fill, seed and mulch, removal of existing riprap, mobilization and demobilization of equipment and material. The final deliverables will include construction as-builts. Contingency is included in this estimate.

Item	Description	Cost
<i>Construction Material</i>	<i>Required Material (weir box, fittings, etc.) for Construction</i>	<i>\$126,126</i>
<i>Site Prep and Construction</i>	<i>Site Prep, Installation and Construction Activities</i>	<i>\$112,355</i>
TOTAL FOR TASK:		\$238,481

The cost of construction has been greatly impacted by labor cost increases, materials cost increases, and supply chain disruptions that have resulted from natural disasters and the COVID pandemic. As a result of the convergence of these impacts, the one responsive bid was \$315,510 above original estimates. Baldwin County requesting supplemental and was approved funding through an SEP amendment. Baldwin County is prepared to providing co-funding for cost overages in excess of the grant award so this project can move forward.

Method of Accountability:

Following contract award to the construction firm, County staff will develop a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests. County personnel will be supported by the 3rd party construction inspection consultant.

3.9 Contractors/consultants

Volkert & Associates, Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20) to identify and select Volkert & Associates, Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$63,643 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. *Method of Selection*—Volkert & Associates, Inc. was selected as a result of a Request for Proposal procurement process.
2. *Period of Performance*—March 2, 2017-February 1, 2023

3. *Scope of Work*—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management, and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. *Method of Accountability*—Contractor will bill ADCNR monthly for services performed.
5. *Itemized Budget and Justification*—Scope of services, approved documents, and an itemized budget will be provided as requested by ADCNR.

Organization	Description	Amount	Pre-Award Costs
<i>Volkert & Associates, Inc.</i>	<i>Contracted Technical Support for Grant Application Preparation</i>	<i>\$1,938</i>	<i>Pre-Award Costs</i>
<i>Volkert & Associates, Inc.</i>	<i>Contracted Technical Support</i>	<i>\$61,704</i>	

TOTAL CONTRACTUAL: \$63,643

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 27.39%

BASIS: Revised "BASIS" on narrative - BASIS: Salaries (\$26,068) + Fringe Benefits (\$11,085) + Travel Costs (\$259) = \$37,412 x 27.39% = \$10,247.15 rounded to \$10,247.

TOTAL OF INDIRECT COSTS: \$10,247

5.0 Program Income

There is no program income associated with this project.



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

August 22, 2022

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Amendment Number 1 Subaward Execution
State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements,
Bon Secour (DMDA)

Dear Juliana:

Attached please find the Amendment Number 1 Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the Baldwin County Commission. The purpose of this subaward is to provide the Baldwin County Commission (Subrecipient) funds to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA). This amendment extends the grant period of performance to 07-16-2023 and documents co-funding provided by the subrecipient.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Thank you,

Amy Hunter
DWH Restoration Coordinator



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1 JAMES E. BALL
2 MATTHEW P. MCKENZIE
3 BILLIE JO UNDERWOOD
4 CHARLES F. GRUBER

August 16, 2022

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union Street, Suite 468
Montgomery, Alabama 36130

RE: Alabama Department of Conservation and Natural Resources (ADCNR) - State Expenditure Plan # 13: Longevity, Stability and Water Quality Improvements, Bon Secour Dredge Material Disposal Area - Subaward Grant Agreement - Amendment No. 1

Dear Commissioner Blankenship:

The Baldwin County Commission, during its regularly scheduled meeting held on August 16, 2022, approved and authorized me, as Chairman, to execute the *Subaward Grant Agreement - Amendment No. 1 and Disclosure Statement* between Alabama Department of Conservation and Natural Resources and Baldwin County Commission for the State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements, Bon Secour Dredge Material Disposal Area project which adds additional funds needed for construction, extends the grant performance period by twelve (12) months to July 16, 2023, and revises the project milestones accordingly.

Enclosed is the **executed original** Agreement and Disclosure Statement. Please return a **fully executed copy** to the attention of Commission Administration staff.

If you have any questions or need further assistance, please do not hesitate to contact me or Joey Nunnally, County Engineer, at (251) 937-0264.

Sincerely,

JAMES E. BALL, Chairman
Baldwin County Commission

JB/clc Item CN2

cc: Joey Nunnally
Tyler Mitchell
Halley Dixon
Lisa Sangster

ENCLOSURE(S)

STATE OF ALABAMA

ADCNR Grant #: S1P13-BSWQ

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the Baldwin County Commission (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Spill Impact project titled “State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements, Bon Secour (DMDA)” (hereinafter “Project”). The purpose of this project is to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA), further described in the Federal Award GNSSP21AL0016-01-01. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP21AL0016-01-01, State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements, Bon Secour (DMDA) Amendment No. 1. This amendment executes the following suite of actions:

1. This amendment extends the Period of Performance end date to 07/16/2023.
 2. This amendment adds co-funding in the amount of \$315,510.00.
 3. The Special Award Conditions (SAC’s) included with this amendment replaces, in their entirety, the SAC’s included in the initial award. All other terms and conditions stated in the original award (GNSSP21AL0016-01-00) remain in effect.
-
4. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP21AL0016-01-01
 - b. Federal Award Period of Performance: 10/01/2019 to 07/16/2023
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$274,664.00
 - d. Subrecipient UEI#: [REDACTED]
 - e. Total Amount of Federal Award: \$350,966.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%

5. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of two hundred seventy-four thousand six hundred sixty-four and xx/100 dollars (\$274,664).
6. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on July 16, 2023.
7. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on July 16, 2023 (hereinafter "Agreement Term").
8. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
9. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

Baldwin County Commission
Attn: Commissioner James E. Ball
312 Courthouse Square
Bay Minette, Alabama 36507

Joey Nunnally, Baldwin County Engineer
Baldwin County Commission
312 Courthouse Square
Bay Minette, Alabama 36507
JNunnally@baldwincountyal.gov

10. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

11. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP21AL0016-01-01 and any RESTORE Council Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 8-22-22

BALDWIN COUNTY COMMISSION


James E. Ball, Commissioner

Date: 8/16/2022

Attest:


Ronald J. Cink, Budget Director/Interim County Administrator

Date: 8/16/2022

APPROVED LEGAL





AL-07/12/2022

Subrecipient Name: Baldwin County Commission, UEI: [REDACTED]

Title of Grant Project: State Expenditure Plan #13: Longevity, Stability & Water Quality Improvements, Bon Secour DMDA

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	Baldwin County Commission
(ii.)	Subrecipient's unique entity identifier	UEI: [REDACTED]
(iii.)	Federal Award Identification Number (FAIN);	GNSSP21AL0016-01-01
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	07/12/2022
(v.)	Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on July 16, 2023.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$274,664.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$274,664.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$274,664.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA).
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: [REDACTED] is \$350,966.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 27.39%.

17. OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN [REDACTED]	19a. UEI [REDACTED]	19b. DUNS [REDACTED]	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION
21. a. SEP	b. GNSSP21AL0016	c. 6013 NONIN	d.	\$0.00	e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

AWARD ATTACHMENTS

CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF

GNSSP21AL0016-01-01

1. Amendment Terms and Conditions

AWARD NOTES

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☒ MILESTONES

GCERC Internal Financial Codes:

FY21 - CatB 6013 – GCCSTAL000

CAM1: GCCGWATERQUL

CAM2: GCCMOBILEBAY

CAM3: GCCPWATERRES

REVISED SPECIAL AWARD CONDITIONS

The Special Award Conditions (SAC's) listed below, replace in their entirety, the SAC's listed in the initial award.

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the award. Final performance and financial reports that summarize the activities and findings of the award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a. of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this award.

3. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, with Federal assistance (Project Property) is held in trust by the Recipient or Subrecipient, as specified in the award, for the purpose(s) for which the award was made, for its estimated useful life. *See* 2 CFR § 200.316. For improved Real Property and Intangible Property, "estimated useful life" is the period of years that constitutes the expected useful lifespan of the project, as determined by the Recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits of the project pursuant to award purposes authorized by the RESTORE Act. For Equipment, "estimated useful life" is the period of years that constitutes the expected useful lifespan of the equipment. For acquired Real Property, the Federal interest is held in perpetuity.

Prior to the implementation of the project, the Recipient will provide to the Council the estimated useful life of the project. Once the Council agrees with the Recipient's determination of estimated useful life, the Council will issue its concurrence.

During the estimated useful life, the Recipient or Subrecipient shall not:

- A. Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in Project Property without the prior written approval of the Council's Grants Officer;
- B. Use Project Property for purposes other than award purposes without the prior written approval of the Grants Officer; or
- C. Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, and OMB Circulars that are incorporated into the terms and conditions of this Award.

During the estimated useful life of Project Property, the Council retains an undivided equitable interest in the property, which is sometimes referred to as the "Federal interest". *See* 2 CFR § 200.1. If the Council determines that Project Property is no longer being used in accordance with award purposes or that the Recipient has otherwise failed its obligations under this award during the estimated useful life of such property, the Council shall have the right, exercisable at any time by written notice to the Recipient, to issue disposition instructions in accordance with 2 CFR §200.311(c) or 200.313(e), which may include requiring the Recipient repay the full cash value of the Federal interest in the property (as defined at 2 CFR § 200.1) within 90 days after such notice. The Council may also take any other action or remedy that may be legally available.

When the estimated useful life of project property has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property, except for, as noted above, acquired Real Property, for which the Federal interest is held in perpetuity.

4. Title to Real Property Improved under this Award

In accordance with 2 CFR § 200.311, title to real property improved under this Award will vest with the Recipient or Subrecipient and must be used only for authorized Award purposes. In this case, it has been reported to the Council that the real property being improved is owned by the Subrecipient, the Baldwin County Commission. The Council will rely upon the Recipient's due diligence in protecting title to all real property needed for award purposes. If the Council determines that the real property is no longer being used in accordance with Award purposes or that the Recipient has otherwise failed its obligations under this Award during the estimated

useful life of the project, the Council shall have the right, exercisable at any time by written notice to the Recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the Recipient repay the full cash value of the Federal interest in the property (as defined at 2 CFR § 200.41) within 90 days after such notice. The Council may also take any other action or remedy that may be legally available.

5. Pre-Award Costs

This award contains pre-award costs, in accordance with 2 CFR 200.458, in the amount of \$3,817, as described in the Budget Narrative below, for expenditures related to the preparation of the grant application during the period October 1, 2019 through the date of issuance of the award.

6. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the Recipient until final approval of the construction associated with that contract. The Recipient and Subrecipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the Recipient, the Subrecipient, the architect/engineer, the contractor(s), and the Council Staff, if they so desire, will make the final inspection. The Council Programs Officer must be given ten (10) calendar days advance notice of the final inspection so that a Council representative may participate. The Recipient will not draw down the final five percent (5%) of construction contract amounts until the Notice of Final Acceptance, fully executed by the Recipient or Subrecipient, as applicable, and the applicable architect/engineer, is submitted to and accepted in writing by the Council Grants Office. Certified as-built drawings will be submitted to the Council Grants Office within 90 days of project completion.

7. Real Property Reporting Requirements.

The recipient must complete and submit to the RESTORE Council Grants Office a report on the status of real property and equipment in which the Council holds a federal interest using Form SF-429 "Real Property Status Report" or any equivalent or successor form, at award close out and every five years thereafter. All reports must be for the period ending December 31, or any portion thereof and are due no later than 30 days following the end of the reporting period. The recipient will continue to submit these reports to the Council or successor agency as required at 2 CFR § 200.329 for the estimated useful life of the improvements.

8. Updates to the Observational Data Plan

The Recipient will update the Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection, and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient will deliver updated plans to the Council at least annually until all comments are addressed and all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the

structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

9. Observational Data Management and Delivery

- a. *Data Sharing:* All data compiled, collected, or created under this federal award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user 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, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the award.
- b. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the award agreement, whichever first occurs.
- c. *Author statement:* Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- d. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- e. *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 and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.
- f. *Final Project Geographic Information System (GIS) files:* As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

10. Non-Federal Share Requirement

The budget under this award includes \$315,510 in project-related costs, referred to as the non-Federal share, committed by the Baldwin County Commission. The non-Federal share is not a statutory requirement of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act of 2012 (33 U.S.C. 1321(t) and note) (RESTORE Act). The non-Federal share has been voluntarily committed by the Baldwin County Commission for Construction and is required to complete the project. The non-Federal share meets the definition of cost share or matching in 2 CFR §200.29 and must, therefore, satisfy the criteria of §200.306(b). Once RESTORE construction funding has been expended, the non-Federal share will be used in order to complete the construction of the project.

The recipient will report on non-Federal share expenditures throughout the period of performance.

SUPPLEMENTAL CONSTRUCTION TERMS

These supplemental construction terms are incorporated in and made part of this award. These supplemental terms do not require clearance through documentation provided or action taken by the Recipient and therefore remain effective throughout the period of performance of the award or the estimated useful life of the project or project property. If a term is effective for the estimated useful life, the term will so specify.

SC-1. Administration, Operation, and Maintenance

The Recipient and Subrecipient, as applicable, must administer, operate, and maintain the project for its estimated useful life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with State and local standards, laws, and regulations.

SC-2. Acquisition of Real Property

Unless specifically described in the Award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of the Award, the Recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

SC-3. Insurance

In accordance with 2 CFR § 200.310, the Recipient or Subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by that entity for the estimated useful life of the project.

SC-4. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SC-5. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

- A. From April 1, 1981, until further notice: 6.9 percent;
- B. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these award terms;
- C. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial & Performance Reports	1/1/2022 – 12/31/2022	3/1/2023
Final Reports (Financial & Performance)	1/1/2023 – 7/16/2023	11/13/2023

REVISED BUDGET NARRATIVE

1.0 Summary and Justification

- Funding in the amount of \$350,966 was initially requested for construction of improvements to the Bon Secour Dredge Material Disposal Area (DMDA). The estimate was based on the assessment of a qualified County engineering team and validated by the contractor preparing the engineering and design package. All had experience developing project plans of similar scope and complexity in this geographic region.
- This amended justification adds a co-funding commitment of \$315,510 to the project construction budget. The cost of construction has escalated significantly, due to labor shortage and supply chain volatility, since the cost estimation was completed. Despite a competitive advertisement campaign and opportunity to bid, only one contracting firm submitted a bid. The sole bidder provided a bid of \$554,606. This price is \$315,510 higher than all the estimated budgets for construction activities (Construction of Berm, and Construction of the Weir.)
- The amended justification also adds twelve months to the period of performance. The County procurement approval process and the challenging labor and supply environment delayed the procurement of a construction contractor.
- The Baldwin County Commission plans to construct a structurally sound weir at the Bon Secour Dredge Material Disposal Area (DMDA). The County has already completed the environmental compliance assessment and engineering & design phase of this project. The County will select a contractor to construct necessary improvements to restore 100 linear feet of berm wall and install a steel-framed weir box on spread footings.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$350,966
<i>Total Pre-Award Funds Requested</i>	<i>\$3,817</i>
<i>Total Direct Costs Requested</i>	<i>\$341,726</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$9,240</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 Pre-Award Costs

The DWHRC/Biologist V dedicated approximately 5 hours and the Natural Resources Planner and Account Clerk dedicated approximately 20 hours each to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$1,879 (salary and fringe).

Volkert & Associates, Inc. supported the development of grant application documents for State Expenditure Plan grants at an estimated cost of \$1,938.

Work to develop all required documents for began October 1, 2019. This work is required for submission of the grant documentation to the RESTORE Council for final approval of the project and release of project funds. Detailed timesheets and/or invoices will be provided to validate these pre-award cost amounts.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

ADCNR's Deepwater Horizon Restoration Coordinator – DWHRC/Biologist V will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Natural Resource Planner will assist in preparing draft proposals for review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Account Clerk will assist in preparing draft proposals for review, developing budgets and expense details, reviewing subrecipient invoices, submitting reimbursements to RESTORE Council, and coordinating and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Position/Role	Duties and Responsibilities	Unit Cost	Hours or % Time (devoted to the project)	Total Compensation (life of project)	Pre-Award Costs
DWHRC / Biologist V	Coordinating and supporting all staff in submission of RESTORE Act grants	\$102,712.80	5 hours	\$247	Pre-Award Costs
Natural Resource Planner	Prepare documents for all activities for Spill Impact	\$62,529.60	20 hours	\$601	Pre-Award Costs

	<i>Component RESTORE Act funding</i>				
<i>Account Clerk</i>	<i>Prepare budget documents and general support for Spill Impact Component RESTORE Act funding</i>	<i>\$48,974.00</i>	<i>20 hours</i>	<i>\$471</i>	<i>Pre-Award Costs</i>
<i>DWHRC / Biologist V</i>	<i>Coordinating and supporting all staff in submission of RESTORE Act grants</i>	<i>\$102,712.80</i>	<i>2%</i>	<i>\$3,081</i>	
<i>Grants Manager / Biologist III</i>	<i>Prepare documents for all activities for Spill Impact Component RESTORE Act funding</i>	<i>\$80,210.40</i>	<i>2%</i>	<i>\$2,406</i>	
<i>Natural Resource Planner</i>	<i>Prepare documents for all activities for Spill Impact Component RESTORE Act funding</i>	<i>\$62,529.60</i>	<i>10%</i>	<i>\$9,379</i>	
<i>Account Clerk</i>	<i>Prepare budget documents and general support for Spill Impact Component RESTORE Act funding</i>	<i>\$48,974.00</i>	<i>10%</i>	<i>\$7,346</i>	

TOTAL PERSONNEL: \$23,531

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

Position (s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs
<i>DWHRC / Biologist V</i>	<i>\$247</i>	<i>35%</i>	<i>\$86</i>	<i>Pre-Award Costs</i>
<i>Natural Resource Planner</i>	<i>\$601</i>	<i>42%</i>	<i>\$253</i>	<i>Pre-Award Costs</i>
<i>Account Clerk</i>	<i>\$471</i>	<i>47%</i>	<i>\$221</i>	<i>Pre-Award Costs</i>
<i>DWHRC / Biologist V</i>	<i>\$3,081</i>	<i>35%</i>	<i>\$1,078</i>	
<i>Grants Manager / Biologist III</i>	<i>\$2,406</i>	<i>38%</i>	<i>\$914</i>	
<i>Natural Resource Planner</i>	<i>\$9,379</i>	<i>42%</i>	<i>\$3,939</i>	
<i>Account Clerk</i>	<i>\$7,346</i>	<i>47%</i>	<i>\$3,453</i>	

TOTAL FRINGE BENEFITS: \$9,944

3.3 Travel

ADCNR Personnel will travel 6 times to the work site. Work site trip will be used to ensure scope of work is being followed and invoices reflect work completed.

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs
<i>Project Oversight</i>	<i>Bon Secour</i>	<i>6</i>	<i>2</i>	<i>Mileage – 450 (75 round trip)</i>	<i>\$0.575 per mile</i>	<i>\$259</i>	

TOTAL TRAVEL: \$259

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

No supplies are expected to be purchased

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The Baldwin County Commission will be a subrecipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$274,664 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment completed on May 13, 2020 with updates completed annually; holding a project kick-off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Upon contract award, the Baldwin County Commission will initiate procurement activities to secure the services of a qualified construction inspection consultant and 1-2 construction firms.

NOTE: Leveraged funds (\$51,000) were used to accomplish all permit assessment and engineering & design requirements for this project prior to grant award.

Project Period of Performance – December 17, 2020 – July 16, 2023 (Award + 31 months).

Construction Inspection and Compliance - \$35,568

Name of Contractor: TBD

Method of Section: RFP process in compliance with the County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The consultant will support County personnel with construction inspection and compliance checks. Deliverables: routine status reports and final project quality/inspection report.

Completion of Berm Wall Restoration - \$316,125

Name of Contractor: Blade Construction

Method of Selection: Construction contractor(s) was selected using a sealed bid process awarding the contracts to the lowest qualified bidders, in compliance with County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The County will selected a contractor to construct necessary improvements to restore shoreline and provide long-term stability. Construction to be completed is DMDA berm wall stability restoration and rework excavation of 100-line feet of berm. The final deliverables will include construction as-builts. Contingency is included in this estimate.

Item	Description	Cost
<i>Excavation</i>	\$42.05 per cubic yard for 2815 cubic yards	\$118,371
<i>Placement & Shaping</i>	\$70.25 per cubic yard for 2815	\$197,754

RESTORE Funds: \$136,246

Co-Funding: \$179,879

TOTAL FOR TASK: \$316,125

Method of Accountability:

Following selection of a qualified construction firm, County staff is developing a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests. County personnel will be supported by a 3rd party construction inspection consultant.

Completion of Weir Structure Installation - \$238,481

Name of Contractor: Blade Construction

Method of Selection: Construction contractor was selected using a sealed bid process awarding the contracts to the lowest qualified bidders, in compliance with County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The contractor will construct necessary improvements to restore shoreline and provide long-term stability. A steel-framed weir box will be installed on spread footings. Site work includes excavation, grading, bedding, select fill, seed and mulch, removal of existing riprap, mobilization and demobilization of equipment and material. The final deliverables will include construction as-builts. Contingency is included in this estimate.

Item	Description	Cost
<i>Construction Material</i>	<i>Required Material (weir box, fittings, etc) for Construction</i>	<i>\$126,126</i>
<i>Site Prep and Construction</i>	<i>Site Prep, Installation and Construction Activities</i>	<i>\$112,355</i>

RESTORE Funds: \$102,850

Co-Funding: \$135,631

TOTAL FOR TASK: \$238,481

The cost of construction has been greatly impacted by labor cost increases, materials cost increases, and supply chain disruptions that have resulted from natural disasters and the COVID pandemic. As a result of the convergence of these impacts, the one responsive bid was \$315,510 above original estimates. Baldwin County is requesting supplemental funding through an SEP amendment. Until

such time as that funding is made available, Baldwin County is prepared to providing co-funding for cost overages so this project can move forward in a timelier fashion.

Method of Accountability:

Following selection of a qualified construction firm, County staff is developing a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests. County personnel will be supported by a 3rd party construction inspection consultant.

3.9 Contractors/consultants

Volkert & Associates, Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20) to identify and select Volkert & Associates, Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$33,328 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. *Method of Selection*—Volkert & Associates, Inc. was selected as a result of a Request for Proposal procurement process.
2. *Period of Performance*—March 2, 2017-February 1, 2023
3. *Scope of Work*—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management, and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. *Method of Accountability*—Contractor will bill ADCNR monthly for services performed.
5. *Itemized Budget and Justification*—Scope of services, approved documents, and an itemized budget will be provided as requested by ADCNR.

Organization	Description	Amount	Pre-Award Costs
Volkert & Associates, Inc.	Contracted Technical Support for Grant Application Preparation	\$1,938	Pre-Award Costs
Volkert & Associates, Inc.	Contracted Technical Support	\$31,390	

TOTAL CONTRACTUAL: \$33,328

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 27.39%

BASIS: Salaries (\$23,531) + Fringe Benefits (\$9,944) + Travel Costs (\$259) = \$33,734 x 27.39% = \$9,239.74, rounded to \$9,240.

TOTAL OF INDIRECT COSTS: \$9,240

5.0 Program Income

There is no program income associated with this project.



Legend

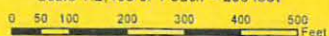
- BON SECOUR DREDGE SITE
- ASPHALT
- GRAVEL/DIRT

Baldwin County Highway Department

Bon Secour Dredge Site



Scale 1:2,400 or 1 inch = 200 feet



Z:\PRE-CONSTRUCTION\Pre-Construction Projects\Special Projects\Area 300\Bon Secour Dredge Site
GIS\MXD\BON SECOUR DREDGE SITE.MXD MAR 5, 2015 VGEORGE



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

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GENERAL COUNSEL

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COUNSEL

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DEPUTY GENERAL
COUNSEL


RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

January 19, 2021

MEMORANDUM

TO: Amy Hunter, Ph.D.
DWH Restoration Coordinator

FROM: Juliana T. Dean 
Deputy General Counsel

RE: Subaward Agreement
State Expenditure Plan #13
Baldwin County Commission
Longevity, Stability and Water Quality Improvements

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment

cc: Accounting



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

January 12, 2021

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

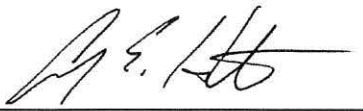
RE: Subaward Execution
State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements,
Bon Secour (DMDA)

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the Baldwin County Commission. The purpose of this subaward is to provide the Baldwin County Commission (Subrecipient) funds to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA).

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Thank you,



Amy Hunter
DWH Restoration Coordinator

JD
01/12/2021

STATE OF ALABAMA

ADCNR Grant #: S1P13-BSWQ

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the Baldwin County Commission (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements, Bon Secour (DMDA)" (hereinafter "Project"). The purpose of this project is to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA) further described in the Federal Award GNSSP21AL0016-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP21AL0016
 - b. Federal Award Period of Performance: 10/01/2019-07/15/2022
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$274,664
 - d. Subrecipient DUNS#: [REDACTED]
 - e. Total Amount of Federal Award: \$350,966
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of two hundred seventy-four thousand six hundred sixty-four and xx/100 dollars (**\$274,664**).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the December 18, 2020 and end on July 15, 2022.
5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties and end on July 15, 2022 (hereinafter "Agreement Term").

6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions and Supplemental Construction Terms contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures. ADCNR is relying upon the Subrecipient to maintain compliance with all requirements associated with performance under this Agreement and all exhibits hereto, including, but not limited to, the Grant Award Document, its Special Award Conditions, RESTORE Council policies and Supplemental Construction Terms, required certifications, and all applicable laws. Subrecipient's responsibility specifically includes safeguarding the property that is held in trust by Subrecipient for the full duration of its designated "estimated useful life" of fifty (50) years from the date of construction completion. Subrecipient specifically acknowledges and agrees to comply with *Special Award Condition No. 3. - Estimated useful life and federal interest in project property*.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

- d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.
11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons: 1) at ADCNR's discretion, the costs are not determined to be reasonable or necessary for completion of the scope of work; (2) at ADCNR's discretion, the costs are determined to be ineligible for reimbursement; (3) the Subrecipient has failed to comply with any term or conditions of this agreement; (4) the Subrecipient has otherwise failed to perform the scope of work in accordance with this agreement; or (5) ADCNR has determined that the Subrecipient has otherwise failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall

disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

13. **SUBMISSION OF REPORTS/INFORMATION:** Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Longevity_Stability__Water_Quality_Impr.Subrecipient_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

14. **RECORDS RETENTION/ACCESS/AUDITS:** Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and

2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.
 - d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
15. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.
16. LOBBYING ACTIVITY:
- a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any 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.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

17. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
18. **CONFLICTS OF INTEREST:** Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
19. **ENVIRONMENTAL COMPLIANCE:** Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
 - m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
 - n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
 - o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
 - p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
 - q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431-1445)
 - r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
 - s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
 - t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
 - u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608

- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

20. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
 - g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.
21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
 - h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.
 - m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.
 - n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement
22. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.
23. **DEBARMENT AND SUSPENSION:**
- a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to

ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

24. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R. 200, the Federal Award, and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award.
25. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
26. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."
27. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award, and all other federal, state, or local laws.
28. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
29. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

30. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

31. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

- a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
- b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
- c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award and ADCNR.
- d. Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer: "This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

32. INDEMNIFICATION:

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

33. **TERMINATION OF AGREEMENT:** This Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
 - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
34. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

Baldwin County Commission
Attn: Commissioner Joe Davis, III
312 Courthouse Square
Bay Minette, Alabama 36507

Joey Nunnally, Baldwin County Engineer
Baldwin County Commission

312 Courthouse Square
Bay Minette, Alabama 36507
JNunnally@baldwincountyal.gov

35. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
36. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
37. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
38. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
39. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
40. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
41. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
42. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which

are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

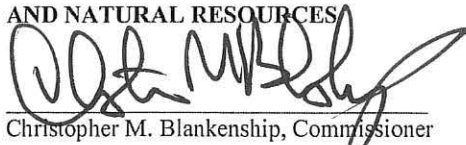
43. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
44. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
45. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
46. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
47. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
48. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
49. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
50. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
51. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
52. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

53. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement; and
2. Federal Award including any RESTORE Council Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 1-19-2021

APPROVED LEGAL



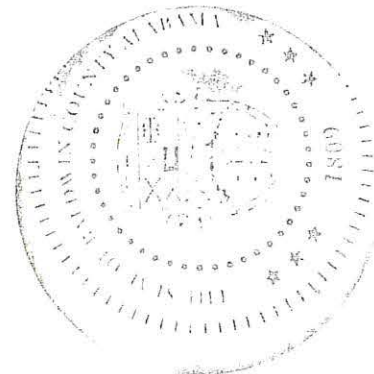
Reviewed By Accounting

DCNR Accounting Director

BALDWIN COUNTY COMMISSION


Joe Davis, III, Commissioner

Date: 1/5/21



Attest:


Wayne Dyess, County Administrator

Date: 1/5/21

Reviewed By Accounting


DCNR Accounting Director

AL-12/17/2020

Subrecipient Name: Baldwin County Commission, DUNS [REDACTED]

Title of Grant Project: "State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements, Bon Secour (DMDA)"

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	Baldwin County Commission
(ii.) Subrecipient's unique entity identifier	DUNS # [REDACTED]
(iii.) Federal Award Identification Number (FAIN);	GNSSP21AL0016
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-12/17/2020
(v.) Subaward Period of Performance Start and End Date;	The subaward period of performance for Project shall commence on the December 18, 2020 and end on July 15, 2022.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 274,664.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 274,664.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 274,664.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA).
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.Blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; -	CFDA #: <u>CFDA # 87.052 "Spill Impact Component Project Grants"</u> - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number [REDACTED], is <u>\$350,966.00</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 27.39%.