

## FDP Cost Reimbursement Subaward

Federal Awarding Agency: Environmental Protection Agency (EPA)

Pass-Through Entity (PTE):

University of South Alabama

Subrecipient:

City of Foley

PTE PI: Shenghua Wu

Sub PI: Nick Williams

PTE Federal Award No: 03D00324

Subaward No: A24-0005-S002

Project Title: Gulf Coast Environmental Equity Center

Subaward Budget Period:

Start: 05/01/2025

End: 04/30/2026

Amount Funded This Action (USD): \$ 150,000.00

Estimated Period of Performance:

Start:

End:

Incrementally Estimated Total (USD): \$

### Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE shall direct written notice to the Subrecipient's Authorized Official contact, and Subrecipient shall direct written notice to the PTE's Authorized Official contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

Name: Allen Parrish

Date

Title: VP for Research and Economic Development

By an Authorized Official of the Subrecipient:

Name: Ralph Hellmich

Date

Title: Mayor

6/18/25

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

A24-0005-S002

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

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**Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

## Attachment 2

### Federal Award Terms and Conditions

Subaward Number  
A24-0005-S002

#### Required Data Elements

The data elements required by Uniform  
Guidance are incorporated in the attached Federal Award.

#### This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

#### Awarding Agency Institute (If Applicable)

Environmental Protection Agency - EPA		
Federal Award Issue Date	FAIN	Assistance Listing No.
06/16/24	03D00324	66.475
Assistance Listing Program Title (ALPT)		
Gulf of Mexico Program		
Key Personnel Per NOA		
Shenghua Wu		

#### General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

- To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:  
epa.gov
- 2 CFR 200
- The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:  
epa.gov
- Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  
epa.gov except for the following:
  - No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- Treatment of program income: Additive

#### Special Terms and Conditions:

##### Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Provided upon request is a Data Management and/or Sharing Plan that incorporates additional requirements as submitted to the Federal Awarding Agency.

##### Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

##### Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

##### Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

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**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

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**Human Subjects Data** (Select One) Not Applicable

This section left intentionally blank

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This section left intentionally blank

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**Additional Terms**

The PTE requires backup documentation with every invoice and reserves the right to complete a desk audit.



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

A24-0005-S002

**PTE Information**

Entity Name: University of South Alabama

Legal Address: 307 N. University Blvd.  
Mobile, AL 36688-0002

Website: www.southalabama.edu

**PTE Contacts**

Central Email: awards@southalabama.edu

Principal Investigator Name: Shenghua Wu

Email: shenghuawu@southalabama.edu

Telephone Number: 251-460-6174

Administrative Contact Name: Allen Parrish

Email: awards@southalabama.edu

Telephone Number: 251-460-7888

COI Contact email (if different to above):

Financial Contact Name: Lindsey Sheffield

Email: ogca@southalabama.edu

Telephone Number: 251-460-6052

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Allen Parrish

Email: awards@southalabama.edu

Telephone Number: 251-460-6333

**PI Address:**

307 N. University Blvd.  
Mobile, AL 36688-0002

**Administrative Address:**

307 N. University Blvd., AD 200  
Mobile, AL 36688-0002

**Invoice Address:**

Office of Grants and Contracts Accounting  
650 Clinic Drive  
TRP III, Suite 1400  
Mobile, AL 36688-0002

**Attachment 3B****Subrecipient Contacts**

Subaward Number:

A24-0005-S002

**Subrecipient Information for [FFATA](#) reporting**

Entity's UEI Name: City of Foley

EIN No.: 63-6001263

Institution Type: City/Township Gov't

UEI: H1R1JL526DY5

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI: N/A

This section for U.S. Entities:

Zip Code [Look-up](#)

Congressional District: 1

Zip Code+4:

36535-9015

Place of Performance Address

23030 Wolf Bay Dr, Foley, AL 36535

**Subrecipient Contacts**

Central Email: grahamcreek@cityoffoley.org

Website: cityoffoley.org

Principal Investigator Name: Nick Williams

Email: nwilliams@cityoffoley.org

Telephone Number: (251) 979-5690

Administrative Contact Name: Nick Williams

Email: nwilliams@cityoffoley.org

Telephone Number: (251) 979-5690

Financial Contact Name: Logan Eberly

Email: Leberly@cityoffoley.org

Telephone Number: (251) 970-1867

Invoice Email: Leberly@cityoffoley.org

Authorized Official Name: Ralph Hellmich

Email: rhellmich@cityoffoley.org

Telephone Number: (251) 943-1545

**Legal Address:**

407 East Laurel Ave, Foley, AL 36535

**Administrative Address:**

23030 Wolf Bay Dr, Foley, AL 36535

**Payment Address:**

407 East Laurel Ave, Foley, AL 36535

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

A24-0005-S002

**Subrecipient:**

Institution Name: City of Foley

PI Name: Nick Williams

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

A24-0005-S002

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator.
- ☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is automatic

**Other Reports:**

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**



Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

A24-0005-S002

Statement of Work

☐ Below ☒ Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

<div>Indirect Cost Rate Information</div> <div>Type: <input type="text"/> No Recovery</div>	<div>Rate Applied: <input type="text"/> 0 %</div> <div>Base: <input type="text"/> No Recovery</div>	<div>Cost Sharing</div> <div><input type="text"/> No</div> <div>If Yes, include Amount: \$ <input type="text"/></div>
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Budget Details

☐ Below ☒ Attached,  pages

Budget Totals

Direct Costs	\$	<input type="text"/> 150,000.00
Indirect Costs	\$	<input type="text"/> 0.00
Total Costs	\$	<input type="text"/> 150,000.00

All amounts are in United States Dollars

## **Attachment 6**


### **Notice of Award (NOA) and any additional documents**



The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 03D00324		<b>DATE OF AWARD</b> 06/16/2024		
			<b>MODIFICATION NUMBER:</b> 0				
			<b>PROGRAM CODE:</b> MX		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 06/20/2024
			<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 8022		
<b>RECIPIENT TYPE:</b> State Institution of Higher Learning			<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov				
<b>RECIPIENT:</b> UNIVERSITY OF SOUTH ALABAMA 362 Administration Building Grants and Contract Account Mobile, AL 36688-0002 EIN: 63-0477348			<b>PAYEE:</b> University of South Alabama 307 University Boulevard Mobile, AL 36688-0002				
<b>PROJECT MANAGER</b> Dr. Shenghua Wu Civil Engineering SH 3116 Mobile, AL 36688-0002 Email: shenghuawu@southalabama.edu Phone: 251-460-6174		<b>EPA PROJECT OFFICER</b> Colby McClain 2510 14th Street, Suite 1212 Gulfport, MS 39501 Email: mcclain.colby@epa.gov Phone: 228-679-5885		<b>EPA GRANT SPECIALIST</b> Annie Ashmeade Grants Management Section 61 Forsyth Street, SW Atlanta, GA 30303-8960 Email: ashmeade.annie@epa.gov Phone: 404-562-9146			
<b>PROJECT TITLE AND DESCRIPTION</b> Gulf of Mexico Program See Attachment 1 for project description.							
<b>BUDGET PERIOD</b> 05/01/2024 - 04/30/2029		<b>PROJECT PERIOD</b> 05/01/2024 - 04/30/2029		<b>TOTAL BUDGET PERIOD COST</b> \$ 2,499,999.00			
				<b>TOTAL PROJECT PERIOD COST</b> \$ 2,499,999.00			
<b>NOTICE OF AWARD</b>  Based on your Application dated 05/01/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 2,499,999.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 2,499,999.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.							
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>				
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4, Gulf of Mexico Division R4 - Region 4 2510 14th Street, Suite 1212 Gulfport, MS 39501				
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>							
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer					<b>DATE</b> 06/16/2024		





## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 273,955
2. Fringe Benefits	\$ 80,976
3. Travel	\$ 28,300
4. Equipment	\$ 0
5. Supplies	\$ 20,000
6. Contractual	\$ 10,200
7. Construction	\$ 0
8. Other	\$ 1,875,076
9. Total Direct Charges	\$ 2,288,507
10. Indirect Costs: 28.00 % Base MTDC	\$ 211,492
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	\$ 2,499,999
12. Total Approved Assistance Amount	\$ 2,499,999
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 2,499,999
15. Total EPA Amount Awarded To Date	\$ 2,499,999

## **Attachment 1 - Project Description**

This action approves an award in the amount of \$2,499,999 to the University of South Alabama to support their efforts with improving the water quality of the Gulf of Mexico. The activities to be performed include developing and administering a competitive subaward program to fund projects that address environmental justice issues in identified project areas that promote improved water quality, habitat restoration, environmental education, and community resilience. Describe anticipated deliverables: Technical assistance will be provided, and the beneficial impacts on the underserved communities will be documented. Expected outcomes include: improved abilities to identify, successfully apply for, and effectively manage grants related to water quality improvement, reduction and elimination of pollution in underserved disadvantaged communities; increased environmental justice activities associated with subrecipient work; pollution reduction; stormwater and flood mitigation improvement; and improvements to state, county, and local environmental program requirements or policies that better protect human health and the environment in line with the Justice40 Initiative. The residents and underserved communities in the coastal counties of Alabama will benefit from improved water quality and enhanced community resilience...Subrecipient activities will be funded to implement projects focusing on water quality improvement, pollution reduction in underserved communities, and environmental justice anticipated to produce a range of significant environmental outcomes for Alabama's coastal communities.

## Administrative Conditions

### General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): [ashmeade.annie@epa.gov](mailto:ashmeade.annie@epa.gov)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Grant Management Specialist at [ashmeade.annie@epa.gov](mailto:ashmeade.annie@epa.gov) or 404-562-9146

Project Officer, Coby McClain at [mcclain.colby@epa.gov](mailto:mcclain.colby@epa.gov) or 228-679-5885

- Payment requests (if applicable): [mcclain.colby@epa.gov](mailto:mcclain.colby@epa.gov) or 228-679-5885
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Project Officer at [mcclain.colby@epa.gov](mailto:mcclain.colby@epa.gov) or 228-679-5885

## **Programmatic Conditions**

### **Programmatic Conditions**

#### **A. Performance Reporting and Final Performance Report**

##### **Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

##### **Performance Reports - Frequency**

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer using the following reporting periods: January thru March, April thru June, July thru September, and October thru December. Reports are due within 30 days of the end of each quarter. The final performance report is due within 120 days of the budget/project period end date. The recipient agrees to submit the final performance report electronically to the EPA Project Officer.

##### **Subaward Performance Reporting**

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.



## **B. Cybersecurity Condition**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **C. Competency Policy**

### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this

award.

## D. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

### Quality Assurance Project Plan (QAPP)

- a. Prior to beginning environmental information operations, the recipient must:
  - i. Develop a QAPP,
  - ii. Prepare QAPP in accordance with the current version of [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).
  - iii. Submit the document for EPA review, and
  - iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

### For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

## E. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA



logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

## **F. Substantial Involvement**

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1) quarterly telephone calls and other monitoring;
- 2) reviewing project phases and providing approval to continue to the next phase;
- 3) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters);
- 4) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy);
- 5) reviewing and commenting on the programmatic performance reports;
- 6) consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual); and
- 7) joint operational involvement, participation, and/or collaboration between EPA and the recipient.

## **G. WQX Data Reporting**

The recipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a Gulf of Mexico Division project, into EPA's "Water Quality Exchange" (WQX) data system. All water quality data generated with Gulf of Mexico Division funding, either directly or by sub-award, are required to be transmitted into the Water Quality Portal (<https://www.waterqualitydata.us/>) using either the Water Quality Exchange (WQX) or WQXweb. More information on WQX can be found at: <https://www.epa.gov/waterdata/water-quality-data-wqx>

# LINE ITEM BUDGET

City of Foley

Graham Creek Nature Preserve's Butterfly Conservatory

Project Duration: May 1, 2025 - April 30, 2027

		Unit Cost				Requested Federal Funds				
		Unit	Number	Amount	Effort				Base	Rate
A	Personnel Position	unit name	# units	rate per unit	% effort	total	B	Fringe Benefits		
A.1 Year 1							B.1 Year 1			
A.1.1		0	0	\$ -	0.0%	\$ -	B.1.1	0	\$ -	0.00%
A.1.2						\$ -	B.1.2	0	\$ -	
A.1.3						\$ -	B.1.3	0	\$ -	
A.1.4						\$ -	B.1.4	0	\$ -	
A.1.5						\$ -	B.1.5	0	\$ -	
A.2 Year 2 (include % COLA)							B.2 Year 2			
A.2.1		0	0	\$ -	0.0%	\$ -	B.2.1	0	\$ -	0.00%
A.2.2						\$ -	B.2.2	0	\$ -	
A.2.3						\$ -	B.2.3	0	\$ -	
A.2.4						\$ -	B.2.4	0	\$ -	
A.2.5						\$ -	B.2.5	0	\$ -	
A.3 Year 3 (include % COLA)							B.3 Year 3			
A.3.1		0	0	\$ -	0.0%	\$ -	B.3.1	0	\$ -	0.00%
A.3.2						\$ -	B.3.2	0	\$ -	
A.3.3						\$ -	B.3.3	0	\$ -	
A.3.4						\$ -	B.3.4	0	\$ -	
A.3.5						\$ -	B.3.5	0	\$ -	
Total Personnel (tab 5. Additional Lines)						\$ -	Total Fringe (tab 5. Additional Lines) \$			
Subtotal Personnel						\$ -	Subtotal Fringe Benefits \$			



<b>C</b>	<b>Travel</b>	unit	# units	unit cost	total per trip	trip multiplier	Description of multiplier	total
C.1	none							
C.1.1					\$ -			\$ -
C.1.2					\$ -			\$ -
C.1.3					\$ -			\$ -
C.1.4					\$ -			\$ -
C.1.5								\$ -
C.2	(Description/Purpose/Location)							
C.2.1					\$ -			\$ -
C.2.2					\$ -			\$ -
C.2.3					\$ -			\$ -
C.2.4					\$ -			\$ -
C.2.5					\$ -			\$ -
Subtotal Travel (tab 6. Additional Lines)								\$ -
Subtotal Travel								\$ -

<b>D</b>	<b>Equipment (&gt;\$5,000 per unit)</b>	# units	unit cost	total
D.1	Conservatory Enclosure (to be purchased in the first year of the grant period)	1	\$ 150,000	\$ 150,000
D.2				\$ -
D.3				\$ -
Subtotal Equipment (tab 6. Additional Lines)				\$ -
Subtotal Equipment				\$ 150,000
<b>E</b>	<b>Supplies (&lt;\$5,000 per unit)</b>	# units	unit cost	total
E.1	None	0	\$ -	\$ -
E.2				\$ -
E.3				\$ -
E.4				\$ -
E.5				\$ -

E.6				\$	-
E.7				\$	-
E.8				\$	-
E.9				\$	-
E.10				\$	-
E.11				\$	-
E.12				\$	-
E.13				\$	-
E.14				\$	-
Subtotal Supplies (tab 6. Additional Lines)				\$	-
Subtotal Supplies				\$	-
<b>F</b>	<b>Contractual</b> <small>(competitive bid or sole source)</small>	<small>(indicate unit (sub. consultant))</small>	<small># units</small>	<small>unit cost</small>	<small>total</small>
F.1	none	0	0	\$ -	\$ -
F.2					\$ -
Subtotal Contractual (tab 6. Additional Lines)				\$	-
Subtotal Contractual				\$	-
<b>G</b>	<b>Construction</b>	<b>Not Allowable</b>			
<b>H</b>	<b>Other Direct Costs</b>	<small>unit</small>	<small># units</small>	<small>unit cost</small>	<small>total</small>
H.1	none	0	0	0	\$ -
H.2					\$ -
H.3					\$ -
Subtotal Other Direct Costs (tab 6. Additional Lines)				\$	-
Subtotal Other Direct Costs				\$	-
<b>I</b>	<b>Total Direct Costs</b>	\$ 150,000			
<b>J</b>	<b>Total Indirect Costs</b>	<small>base</small>	<small>NICRA %</small>	<small>total</small>	

(describe direct costs excluded from base and indicate NICRA Provisional, Final, Pre determined or 10% DeMinimus Rate based on MTDC)			\$ -
<b>K Total Project Cost</b>	(must match award amount)	\$	<b>150,000</b>

## SUMMARY BUDGET

*City of Foley*

*Graham Creek Nature Preserve's Butterfly Conservatory*

*Project Duration May 1, 2025 - April 30, 2027*

	<b>Federal Funds</b>
<b>A Personnel</b>	0
<b>B Fringe Benefits</b>	0
<b>C Travel</b>	0
<b>D Equipment</b>	150,000
<b>E Supplies</b>	0
<b>F Contractual</b>	0
<b>G Construction</b>	Not Allowable
<b>H Other Direct Costs</b>	0
<b>I Total Direct Costs</b>	150,000
<b>J Total Indirect Costs</b>	0
<b>K Total Project Cost</b>	<b>150,000</b>

# **Graham Creek Nature Preserve's Butterfly Conservatory Scope of Work**

## **Project Overview:**

Graham Creek Nature Preserve's Butterfly Conservatory will be the newest addition to the ongoing educational opportunities offered by the Graham Creek Nature Preserve. Once completed, the conservatory will provide an additional exhibit for school field trips and guided tours alike to learn about Alabama's native butterflies. Not only will the conservatory present the opportunity for students to experience each stage in the butterfly's lifecycle, but it also provides a safe haven for Alabama's official insect, the Monarch. Graham Creek Nature Preserve's Butterfly Conservatory fulfills our core mission of conservation and preservation and provides new educational opportunities to our citizens.

**Duration:** May 1, 2025 – April 30, 2027

## **Goals:**

The primary goal of this project is to promote environmental education, form partnerships for education and conservation in Alabama's coastal counties, and create an opportunity for students and visitors of all socioeconomic statuses, ethnicities, and abilities to learn about pollinators and conservation outside of a traditional classroom setting. GCNP staff will work to achieve these goals throughout and after the grant period is complete. Please see our work plan/approach below:

### **1.A Design and Installation:**

- City of Foley Environmental Department staff will meet bi-weekly to develop the vision and plan for the new conservatory.
- Design signage that is written in both English and Spanish and make sure the design of the conservatory is fully ADA accessible.
- Go to bid for Installation of the conservatory kit and the interior build out.

### **1.B Develop Curriculum:**

- City of Foley Environmental Department, Nature Parks Department staff, and the Alabama Cooperative Extension will collaborate to develop curriculum around native butterflies and the conservatory.

### **2. Education:**

- Host a minimum of 10 field trips a year for Title 1 schools that incorporate the butterfly conservatory
- Host a minimum of 2 field trips a year for special needs classes that incorporate the butterfly conservatory.
- Incorporate the butterfly conservatory into the curriculum of all 6 summer camp groups each year.

### **3. Research:**

- Partner with the Alabama Cooperative Extension for technical assistance, research, releasing butterflies, and transplanting host plants. Offer the conservatory to be used for any research opportunities that they or their network are pursuing.

### **4. Public Out Reach and Awareness:**



- Join the Monarch City Program to increase awareness and outreach on the butterfly conservatory at Graham Creek and monarch butterfly habitat.
- Once the installation and interior build out of the conservatory is complete, the City of Foley will host a grand opening/ribbon cutting to promote the new educational opportunity in the community.
- We have a Spanish speaking staff member who will be able to translate for groups of non-English speaking guests.

**Deliverables:**

- A new educational exhibit to be offered to students, guests and visitors at no cost.
- Progress reports, updates, and final reports as required.
- Activity sheets, brochures, and handouts on conservatory plants and pollinators.

### Timeline & Milestone Table

