



SUBAWARD
between
THE NATURE CONSERVANCY (“TNC”)
and
City of Orange Beach (“Awardee”)
(a U.S. Subrecipient)

Subaward Number: SA090119_A105474-01
TNC Project ID: P115596
TNC Award ID: A105474
Subaward Start Date: September 1, 2019
Subaward Expiration Date: August 31, 2021
Subaward Amount: \$446,822.00
Awardee Indirect Rate Allowed: N/A
Awardee Match: n/a
Awardee DUNS: 791793961
Federal Award Identification Number: NA19NMF4630075
Federal Award Date (signature date of authorized official): 07/01/2019
Federal Award Amount: \$829,768.00
Federal Awarding Agency: U. S. DEPARTMENT OF COMMERCE
Pass-Through Entity:
Contact Information of Federal Award Official: Evelyn Nabbar
Federal Award Indirect Cost Rate: 24.34%
CFDA Number and Name: 11.463 Habitat Conservation
FFATA Reportable: Yes
Research and Development: No

<p>The TNC representatives for this project are: <i>Judy Haner</i> for Project Manager/Technical Direction: Director of Marine Programs 118 N Royal Street, Suite 500, Mobile, Alabama 36602 jhaner@tnc.org 251-433-1160</p> <p><i>Becky Stinson</i> TNC’s Grants Specialist for financial/administrative matters: Senior Grants Specialist 2100 First Avenue North, Suite 500, Birmingham, Alabama, 35203 bstinson@TNC.org 334-491-4519</p>	<p>The Awardee's representatives for this project are: <i>Phillip West</i> for Project Manager/Technical Direction: Coastal Resources Manager 4101 Orange Beach Boulevard, City of Orange Beach, Alabama, 36561 pwest@cityoforangebeach.com 251-747-6166</p> <p><i>Nicole Woerner</i> for financial/administrative matters: Grants Manager 4101 Orange Beach Boulevard, City of Orange Beach, Alabama, 36561 nwoerner@orangebeachal.gov 251-981-1063</p>
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This Subaward (the “Agreement”) is being entered into by and between TNC and the Awardee, each of which is sometimes referred to in this Agreement as a “Party”, in order for Awardee to fund an alternatives analysis of restoration projects and management activities and data compilation to inform the development of a conservation management plan (the “Project”) and agree as follows:

1. **Background and Prime Award.** TNC and NOAA (“Prime Funder”) entered into NA19NMF4630075 under which Prime Funder has made an award to TNC (the “Prime Award”). Under the terms of this Agreement, TNC subawards funds to Awardee for use in carrying out the Project. Although the funds to be provided to Awardee under this Agreement (the “Subaward Funds”) will come ultimately from Prime Funder, Awardee acknowledges that Prime Funder is not a Party to this Agreement, and shall have no obligations directly to Awardee under this Agreement. Notwithstanding the above, Awardee shall be subject to and shall comply with the terms and conditions contained in the Prime Award which are applicable to the Awardee, which are attached hereto as **Attachment E** and incorporated herein by reference.

2. **Subaward Term.** The term of this Agreement (the “Subaward Term”) shall begin on *September 1, 2019* (the “Start Date”) and shall expire on *August 31, 2021* (the “Expiration Date”), unless the Subaward Term is extended or earlier terminated in accordance with this Agreement.

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

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

(a) Awardee shall receive an amount not to exceed \$446,822.00, to be paid out of the funds provided to TNC under the Prime Award, and to be disbursed in accordance with the budget which is attached hereto as **Attachment A** (the “Budget”), which is incorporated herein by this reference. TNC shall pay Awardee the amounts shown on the Budget upon completion of the particular Task and approval of the work by TNC. TNC shall not be obligated to pay Awardee for any amounts not shown in the Budget.

(b) Notwithstanding the above, the Awardee is authorized to reallocate funds between direct cost categories up to 10% of the total approved budget. Revisions in excess of this limit require prior written approval from TNC. TNC’s Project Manager and Grants Specialist for the Subaward must be informed in writing of all reallocations.

(c) TNC shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to TNC under the Prime Award.

(d) None of the Subaward Funds may be used as match to other U.S. Federal awards.

(e) Any Subaward Funds not used during the Subaward Term shall be returned to TNC no later than thirty [30] calendar days after the final financial report is submitted.

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

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

REPORTING DUE DATES	
Interim Performance Reports	<p>Due <u>March 31, 2020</u>, covering the period September 1, 2019 – February 28, 2020.</p> <p>Due <u>September 30, 2020</u>, covering the period March 1, 2020 – August 31, 2020.</p> <p>Due <u>March 31, 2021</u>, covering the period September 1, 2020 – February 28, 2021.</p>
Final Performance Report	Due not later than <u>September 30, 2021</u> , covering the entire

	Subaward Term
Interim Financial Reports/Invoices	Due <u>March 31, 2020</u> , covering the period September 1, 2019 – February 28, 2020. Due <u>September 30, 2020</u> , covering the period March 1, 2020 – August 31, 2020. Due <u>March 31, 2021</u> , covering the period September 1, 2020 – February 28, 2021.
Final Financial Report/Final Invoice	Due not later than <u>October 31, 2021</u> , covering the entire Subaward Term

Reports shall include:

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

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

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

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

7. **Award Administration.**

The Awardee agrees to comply with the following provisions:

Both 2 CFR 200 ("Uniform Guidance") and the Prime Funder's implementation thereof found at 2 CFR § 1327.101 are hereby incorporated by reference.

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

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

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

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

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

plan. If Awardee does not submit the form and package within the required timeframe, TNC will perform additional monitoring of the award.

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

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

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

"This project was made possible through support provided by U. S. Department Of Commerce NOAA and The Nature Conservancy, under the terms of U. S. Department Of Commerce Agreement # NA19NMF4630075. The content and opinions expressed herein are those of the author(s) and do not necessarily reflect the position or the policy of such agency or The Nature Conservancy, and no official endorsement should be inferred."

14. **Liability and Indemnification.** The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, and Awardee shall indemnify and defend TNC and each Prime Funder, and each of the officers, directors, employees, and agents of TNC and Prime Funder (in each case, an "Indemnified Party") against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys' fees and expenses, as well as costs of suit, which any Indemnified Party may incur as a result of or in connection with the Project, or which may cause TNC to be in default under the Prime Award.

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

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

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

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

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

16. **Non-Discrimination.** Awardee agrees to abide by U.S. laws with regard to non-discrimination against U.S. citizens or legal residents employed using Subaward Funds.

17. **Compliance with Applicable Laws, Jurisdiction and Venue** Awardee agrees that it will use the Subaward Funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224. Additionally, the Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise

explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Agreement; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Alabama, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause TNC to be in violation of any of such Applicable Laws. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in a court in the State of Alabama with subject matter jurisdiction and that they are subject or will make themselves subject to personal jurisdiction in that court.

18. Lobbying with Federal Funds Certification.

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

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

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

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

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

19. Trafficking in Persons

(a) The Awardee and its sub-recipients under this Subaward (including the employees of each entity) may not—

- (i) Engage in severe forms of trafficking in persons during the Subaward Term;
- (ii) Procure a commercial sex act during the Subaward Term; or
- (iii) Use forced labor in the performance of the Subaward, or in any of Awardee's subawards.

(b) TNC may unilaterally terminate this Subaward, without penalty, if Awardee or Awardee's subrecipient (or an employee of either entity) is determined by TNC to have violated this provision through:

- (i) Conduct that is either associated with performance under this Subaward or
- (ii) Conduct imputed to Awardee or Awardee's subrecipient.

(c) Other Requirements.

(i) Awardee shall inform TNC immediately of any information received from any source alleging a violation of a prohibition in paragraph a.1 of this provision.

(ii) Awardee shall include the requirements of this provision in any subaward made under this Subaward.

(d) Definitions. For purposes of this provision:

(i) "Employee" means either:

A. An individual employed by Awardee or a subrecipient who is engaged in the performance of the project or program under this Subaward; or

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

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

(iii) "Severe forms of trafficking in persons" means (a) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iv) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

(v) "Coercion" means (a) threats of serious harm to or physical restraint against any person; (b) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (c) the abuse or threatened abuse of the legal process.

20. **Mandatory Disclosures**

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

Disclosures must be sent to:

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

The Nature Conservancy
Attention: Chief Ethics & Compliance Officer
4245 N. Fairfax Drive
Arlington, VA 22203

21. **Miscellaneous Provisions.**

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

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

(c) **Termination.**

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

- (i) If the Prime Funder terminates the Prime Award, this Agreement shall be terminated automatically as of the termination date of the Prime Award. TNC shall notify Awardee of such termination as soon as is reasonably practicable.
- (ii) TNC shall have the right to terminate this Agreement without cause by giving Awardee 30 days' written notice.
- (iii) If, in the judgment of TNC, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, TNC may immediately terminate this Agreement by written notice to Awardee.

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

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

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

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

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

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

- (i) The applicable law, including Uniform Guidance
- (ii) The Prime Funder's implementation of the Uniform Guidance at 2 CFR 200 and Part 1327 ;
- (iv) The Prime Award;
- (iv) This Agreement.

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

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

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

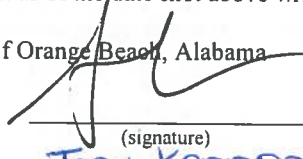
By: 
(signature)

Name: Roger W. Mangham

Title: State Director

Date: November 18, 2019

City of Orange Beach, Alabama

By: 
(signature)

Name: Tony Kennon

Title: Mayor

Date: 11/13/2019

List of Attachments

- Attachment A: Budget
- Attachment B: Scope of Work
- Attachment C: Performance Report Format
- Attachment D: Approved Financial Reporting Form
- Attachment E: Prime Award Provisions
- Attachment H: FFATA reporting

**Attachment A
Budget**

Task 1: Interim Implementation Activities		COST \$10,000
TOTAL Personnel (salary +fringe)		\$2,000
Travel		\$0
Supplies		\$8,000
Indirect		\$0
TOTAL		\$10,000
Task 2: Public Outreach and Stakeholder Engagement		COST \$15,000
TOTAL Personnel (salary +fringe)		\$2,000
Travel		\$0
Supplies		\$4,500
Other- facility rental		\$1,500
Indirect		\$0
Contractual		\$7,000
TOTAL		\$15,000
Task 3: Restoration Planning/Engineering/Design		COST \$421,822
TOTAL Personnel (salary +fringe)		\$15,000
Travel		\$0
Supplies		\$0
Indirect		\$0
Contractual		\$406,822
TOTAL		\$421,822
GRAND TOTAL		\$446,822

Scope of Work

Task 1- Interim Implementation Activities:

Vegetative Management:

A significant number of pine trees on the islands that were previously used for bird nesting have been lost. The project will include planting native upland species appropriately suited to target habitats – groundcovers (such as sea oats, morning glory, switch grass, and beach sunflower) in dune areas, and shrubs (such as wax myrtle, salt bush, and holly) and trees (such as slash pine, sand live oak, and myrtle oak) in higher areas.

The City of Orange Beach will provide boat use for site visits, staff time and will assist with volunteer engagement for this task.

Task 2- Public Outreach and Stakeholder Engagement:

Stakeholder and public input and perception of the project is a major component which will drive the direction of the overall project plan. Including feedback from the stakeholders and public from an early stage and as often as possible is important. This is anticipated to include: participation at multiple stakeholder and public meetings; preparation of materials for meetings; recording meeting minutes; development of public surveys and recreational use monitoring for stakeholder input; analysis of and recommendations based on public input; and, preparing and continually maintaining a list of stakeholders, including their contact information.

Webpage or Other Communications: The City of Orange Beach will host a webpage or other shareable, accessible web-based mechanism to develop and maintain project information. Project information will be approved and updated by TNC and provided to the City on at least a quarterly basis and the website will be maintained by the City of Orange for the duration of this project, at which time all website content will be transferred to NOAA.

Recreational Use: The City of Orange Beach will provide current and historical aerial photography that will be used to evaluate recreational use on 3 major holidays for the past three years

Stakeholder and Public Meetings: The City of Orange Beach will provide facilities and staff for approximately 6 stakeholder and public meetings annually to gather input on the project. The City will also review and provide input on outreach material developed as part of the project.

Task 3- Restoration Planning/Engineering/Design:

Existing and new data gathered throughout the project will be utilized to inform the restoration alternatives analysis and influence the conservation management plan and the obtainable targets which the plan will set for future endeavors.

Data Review:

Existing data sets to be provided by the City of Orange Beach include:

- The Lower Perdido Bay/Perdido Pass Hydrological Modeling Phase I (2013) collected initial data to model the hydrology in Lower Perdido Bay in the vicinity of the Perdido Pass Navigation Project, adjacent to the Lower Perdido Islands Restoration project.
- Wildlife use
- Dune/shoreline enhancement information

New data sets to be provided by the City of Orange Beach include:

- Hydrodynamic Data: The Lower Perdido Bay/Perdido Pass Hydrological Modeling Phase II and Sediment Study (2020) will collect additional data to model the hydrology and sediment dynamics in Lower Perdido Bay in the vicinity of the Perdido Pass Navigation Project, adjacent to the Lower

Perdido Islands Restoration project. The results of this study will guide future dredging and sediment placement practices in that area such that shoaling and erosion can be addressed through beneficial placement of dredged materials. This study has been funded by RESTORE Initial FPL (Bucket 2) and coordinated by the City of Orange Beach through ADCNR.

- Marine Debris data: The City of Orange Beach's regular Marine Debris Program includes the patrol of area waterways daily and the collection of marine debris near the Perdido Islands on a weekly basis from June to September each year. The City of Orange Beach will record all marine debris collected by type, amount, etc. and will provide a report documenting the types and amounts of marine debris found within the 2,800 surface acres near the islands. The report will include a map of patrolled areas, information on the types and amounts of marine debris collected in the area, marine debris information from previous years, as available, and a summary of the outreach efforts and source tracking to local businesses, as possible, as a follow up from marine debris collection. The report will include current data and five years of historical data, as available.

Restoration Alternatives Analysis: The City of Orange Beach will contract with an engineering firm to develop restoration alternatives for the project area, given existing data, multiple uses, and stakeholder input. The alternatives will be publicly vetted and incorporated into the Conservation Management Plan. Rough cost estimates will be developed for all alternatives. For at least three priority alternatives, 30% designs and refined costs will be developed.

The analysis will incorporate data reviews of 2013 and 2020 Hydrological Modeling and Sediment Studies, performed by the City of Orange Beach, public use and behavioral data and observations (TNC gathered), habitat type data (public), SAV data (public), shoreline data (public), and dune enhancement data (public).

Conservation Management Plan: A proactive and unified strategy will be provided to all project partners for protecting and restoring the ecological functions of the Perdido Islands complex, while allowing passive public recreation, a conservation management plan will be developed. The plan will cover a period of 1, 5, and 10 years so that short-term and long-term restoration and conservation measures are identified and evaluated. The plan will include results and analysis of collected data and will help establish target habitat acreages. The plan will identify and describe the habitats which need management, evaluate alternatives in accordance with the most appropriate methods for minimizing adverse impacts on sensitive habitats, and provide recommendations regarding shoreline protection and restoration, SAV protection, dune enhancement, public use approaches and/or restrictions, and other habitat protection and management strategies as needed. The City of Orange Beach will provide input and review of this conservation management plan.

Attachment C
Performance Report Format

Subaward Number:

Reporting Period Covered:

Project Manager:

This report can be as brief as one page as long as you can provide the requested information. Please include the following information:

- Compare actual accomplishments to the objectives;
- Set out the reasons why goals were not met, if appropriate;
- Analyze and explain cost overruns or high unit costs; and
- Provide information of significant developments

The items listed below should be addressed as appropriate:

1. What work was accomplished for this reporting period? Report should quantify results as measurable products, i.e. numbers, acres, contacts, improvements in water quality, habitat, etc.
2. If a problem was encountered, what action was taken to correct it?
3. What work is projected for the new reporting period?
4. Is the project work on schedule?
5. Does the project funding rate support the work progress? Report as percent spent of budgeted amounts.
6. Is there a change in principal investigator?
7. Will the project take longer than the approved project period? If so, have you formally requested an amendment in writing?

Please reference the Subaward project number on your report and on all correspondence.

Attachment D
Approved Financial Reporting Form

FORM A - CONSOLIDATED FINANCIAL REPORT

NAME OF ORGANIZATION :	
PROJECT NAME:	
REPORT PERIOD:	
COUNTRY:	
SITE:	
SUBAWARD #:	

Prior period adjustments require a detailed explanation in the notes section provided below.
Fill in the yellow shaded areas only.

TNC-FUNDED EXPENSES						
C A T E G O R I E S	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL					-	-
B. FRINGE BENEFITS					-	-
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL					-	-
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	-	-	-	-	-	-
J. INDIRECT COSTS					-	-
K. TOTALS	-	-	-	-	-	-
PERCENTAGE OF BUDGET SPENT					#DIV/0!	

Explanation of Prior Period Adjustments:

NAME AND TITLE - PROJECT COORDINATOR	NAME AND TITLE - FINANCE DIRECTOR
SIGNATURE - PROJECT COORDINATOR	SIGNATURE - FINANCE DIRECTOR
DATE OF SIGNATURE	DATE OF SIGNATURE

Note: LOP means Life of Project.

Attachment E:
Prime Award Provisions for TNC Subawards

Laws, Regulations, Orders

Awardee must comply with the following laws, regulations and/or orders:

1. Homeland Security Presidential Directive

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system. The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; (3) Upon subaward or contract completion or termination.

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

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

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

3. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (see 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. See 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. See 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. See 15 C.F.R. §

734.15(b).

3. Whistleblower Protections - This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712.
4. Requirements for Subawards -all subrecipients must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.330-332 (Subrecipient monitoring and management).
5. Requirements for Procurements - All other non-Federal entities, including subrecipients of a State, must follow the requirements of 2 C.F.R. §§ 200.318 (General procurement standards) through 200.326.
6. Small Businesses, Minority Business Enterprises and Women's Business Enterprises

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

7. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),⁴ which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

3. Title VII Exemption for Religious Organizations

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

**Attachment H
FFATA REPORTING FORM**

Prime Grant Recipients awarded a new U.S. Federal grant greater than or equal to \$25,000 as of October 1, 2010 are subject to the U.S. Federal Funding Accountability and Transparency Act (FFATA) subaward reporting requirements as outlined in the Office of Management and Budget's guidance issued August 27, 2010.

To assist The Nature Conservancy (TNC) in complying with this regulation, we request that all entities that will be involved in a proposed subaward with TNC complete this form. Submit the completed form to **the Grants Specialist identified on page 1.**

If your organization does not already have a Data Universal Numbering System (DUNS) number (Section II.B.1), you will need to go to the U.S. Central Contractor Registration site: <https://www.bpn.gov/ccr/default.aspx> and click on the quick link to "request DUNS number". The registration is free and available to all businesses required to register with the U.S. Federal government for contracts or grants.

I. PRIME AWARD INFORMATION *(to be completed by TNC staff)*

1. FEDERAL AWARD IDENTIFIER NUMBER (FAIN)	
2. FEDERAL AGENCY NAME	
3. PRINCIPAL PLACE OF PERFORMANCE	
4. CFDA NUMBER	
5. AWARD TITLE	
6. TOTAL FEDERAL FUNDING AMOUNT	
7. DATE AWARD SIGNED	

II.A. SUBAWARD INFORMATION *(to be completed by TNC staff)*

1. SUBAWARD ORGANIZATION NAME	
2. SUBAWARD NUMBER	
3. AMOUNT OF SUBAWARD – federal portion only	
4. DATE SUBAWARD SIGNED	
5. SUBAWARD PROJECT DESCRIPTION	

B. SUBAWARDEE INFORMATION *(to be completed by subawardee staff)*

1. DUNS NUMBER	
2. ORGANIZATION NAME	
3. "DOING-BUSINESS-AS" (DBA) NAME (if applicable)	
4. SUBAWARDEE PARENT DUNS # (if applicable)	
5. ADDRESS	
Street Address (1)	
Street Address (2)	
Street Address (3)	
City	
State	
Country	

Zip+4 (n/a for non-U.S. locations)	
6. SUBAWARD PRINCIPAL PLACE OF PERFORMANCE	
City (or County)	
State	
Country	
Zip+4 (n/a for non-U.S. locations)	

C. COMPENSATION DATA - THRESHOLD QUESTIONS (to be completed by subawardee staff):

	Yes	No
1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		
2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports (e.g., Form 990) filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?		

D. COMPENSATION DATA (to be completed by subawardee staff)

If you answered Yes to Question C.1. and No to Question C.2., please provide the names and total compensation of the top five highly compensated officials of your organization. Total compensation is defined at 2 CFR Part 170.330.

Otherwise, proceed to Section E.

EMPLOYEE NAME	DOLLAR AMOUNT
1.	
2.	
3.	
4.	
5.	

E. I certify that the above information is accurate and complete for our organization. I understand that the information provided on this form is required by FFATA, and will be reported on the ffrs.gov website and the USASpending.gov public website.

SIGNATURE:

Name of Entity: _____

Signature: _____

Person signing for entity: _____

Title: _____

Date: _____