

## Cost Reimbursement Subaward Agreement

<b>Federal Awarding Agency:</b> U.S. Environmental Protection Agency's Infrastructure Investment and Jobs Act	
<b>Pass-Through Entity (PTE):</b> Dauphin Island Sea Lab on behalf of Mobile Bay National Estuary Program	<b>Subrecipient:</b> Baldwin County Commission
PTE PI: Cody Aloï, MBNEP	Sub PI: Ashley Campbell
PTE Federal Award No: 02D40122	Subaward No: 50301
Project Title: <b>Baldwin County Monitoring</b>	
Subaward Budget Period: 6/1/2026 – 4/30/2027	Amount Funded: \$60,000
Estimated Period of Performance: upon execution – 4/30/2027	SIXTY THOUSAND DOLLARS AND NO CENTS

### Terms and Conditions

1. 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.
2. 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\(b\)](#). 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.
3. 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 and date. The final statement of costs shall constitute Subrecipient's final financial report.
4. 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.
5. 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.
6. 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 Principal Investigator 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.
7. 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 Contact, as shown in Attachment 3B.

8. 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.
9. 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 Subrecipient, and Subrecipient shall direct written notice to PTE. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, [2 CFR 200](#), or [45 CFR Part 75 Appendix IX](#), as applicable.
10. 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.
11. 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:**

**By an Authorized Official of the Subrecipient:**

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Name: Jason Kudulis

Title: Director, MBNEP

Date:

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Name:

Title:

Date:

**ATTACHMENT 1**  
**Certifications and Assurances**

Subaward No.  
50301

**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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### **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 No.  
50301

**Required Data Elements**

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

Awarding Agency Institute (if applicable): Infrastructure Investment and Jobs Act

Federal Award Issue Date: 4/14/26

FAIN: 02D40126

Assistance Listing No.: 66.456

Assistance Listing Program Title: National Estuary Program

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**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. 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.
  2. [2 CFR 200](#) and [2 CFR 1500](#).
  3. 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:
  4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements, except for the following:
    - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
    - b. 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
    - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
    - d. 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](#).
    - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel.
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**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 Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above. Provided on request is a Data Management and/or Sharing Plan that incorporates additional requirements as submitted to the Federal Awarding Agency.

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**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.

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**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.

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

Subrecipient must designate which entity's Financial Conflicts of Interest policy (COI) will apply. 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: [2 CFR 200.112](#).

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.

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

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**PTE Information**

Entity Name: Marine Environmental Sciences Consortium dba Dauphin Island Sea Lab/MBNEP

Legal Address: 101 Bienville Boulevard, Dauphin Island, AL 36528

Website: [www.disl.edu](http://www.disl.edu)

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**PTE Contacts**

Principal Investigator: Cody Aloï

Email: [caloi@mobilebaynep.com](mailto:caloi@mobilebaynep.com)

Telephone: 251-380-7944

Administrative Contact: Bethany Hudson

Email: [bhudson@mobilebaynep.com](mailto:bhudson@mobilebaynep.com)

Telephone: 251-459-8870

COI Contact (if different to above):

Financial Contact: Bethany Hudson

Email: [bhudson@mobilebaynep.com](mailto:bhudson@mobilebaynep.com)

Telephone: 251-459-8870

Email invoices? Yes

Invoice email (if different):

Authorized Official: Jason Kudulis

Email: [jkudulis@mobilebaynep.com](mailto:jkudulis@mobilebaynep.com)

Telephone: 251-459-8872

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PI Address:

Mobile Bay National Estuary Program  
118 North Royal Street, Suite 601  
Mobile, AL 36602

Administrative Address:

Mobile Bay National Estuary Program  
118 North Royal Street, Suite 601  
Mobile, AL 36602

Invoice Address:

Mobile Bay National Estuary Program  
118 North Royal Street, Suite 601  
Mobile, AL 36602

**ATTACHMENT 3B**  
**Subrecipient Contacts**

Subaward No.  
50301

**Subrecipient Information for FFATA reporting**

Entity's UEI Name:

EIN No.:

Institution Type:

UEI:

Currently registered in SAM.gov:  Yes  No

Parent UEI:

Exempt from reporting executive compensation:  Yes  No  
*If no, complete 3B-2*

Congressional District:

Zip Code+4:

Place of Performance Address:

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**Subrecipient Contacts**

Website:

Principal Investigator: Ashley Campbell

Email: ashley.campbell@baldwincountyal.gov

Telephone: 251-580-1655 x7260

Administrative Contact:

Email:

Telephone:

Financial Contact:

Email:

Telephone:

Invoice email (if different):

Authorized Official:

Email:

Telephone:

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Legal Address:

201 East Section Street  
Foley, AL 36535

Administrative Address:

Payment Address:

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

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**Subrecipient:**

Institution Name:

PI Name:

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**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.

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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 4 Name:

Officer 4 Compensation:

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## ATTACHMENT 4

### Reporting and Prior Approval Terms

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

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#### Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE 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.
  - Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period. 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 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 to satisfy its reporting obligations to the Federal Awarding Agency.
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#### Prior Approvals:

Carryover:

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance.

*Submit carryover requests to the PTE's Administrative Contact.*

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#### Other Reports:

In accordance with [37 CFR 401.14](#), Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE 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 within 60 days of the end of the Project Period to be included as part of the PTE final invention report to the Federal Awarding Agency. A negative report is required upon request.

#### Additional Technical and Reporting Requirements:

*Used to clarify carryover, add deliverable reporting, or add sponsor required reporting terms.*

**ATTACHMENT 5**  
**Statement of Work, Cost Sharing, Indirect & Budget**

Subaward No.  
50301

**Statement of Work**

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

**Budget Information**

<b>Indirect Cost Rate Information</b>	Rate Applied:            %	<b>Cost Sharing:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
Type:	Base Rate:	<i>If Yes, include Amount: \$</i>

**Budget Details**

**Budget Totals**

Direct Costs	\$
Indirect Costs	\$
Total Costs	\$

## ATTACHMENT 5 Statement of Work, Cost Sharing, Indirect & Budget

### STYX RIVER WATERSHED AGWA MODELING

The purpose of this project is to develop hydrologic models for the Styx River Watershed using Aquaveo's AGWA software. The modeling effort will include development of the 100-year, 25-year, and 2-year storm event models to support watershed planning, analysis, and grant-related project deliverables.

#### Objectives

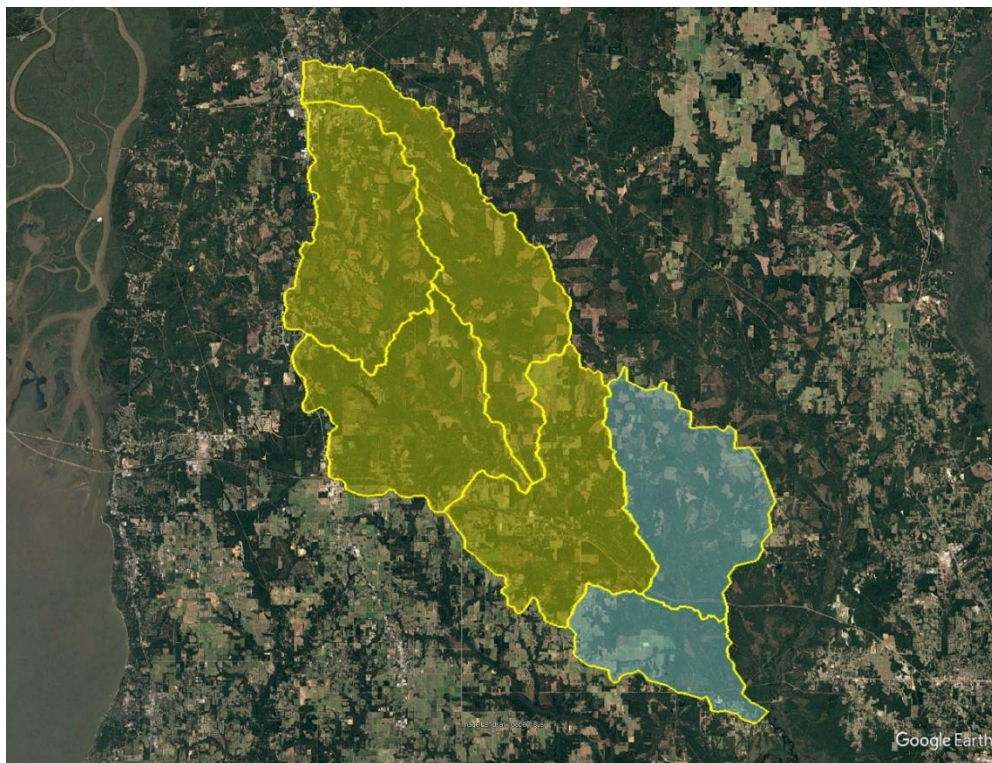
The primary objective of this project is to create and upload the 100-year, 25-year, and 2-year Styx River Watershed models into Aquaveo's AGWA platform.

#### Tasks and Deliverables

- Develop the Styx River Watershed models for the 100-year, 25-year, and 2-year storm events.
- Upload the Styx River Watershed models into Aquaveo's AGWA software platform.
- Coordinate with Aquaveo to activate a 12-month AGWA software subscription, including technical support.
- Provide project coordination, documentation, and grant closeout support as needed.

#### Project Schedule

- Months 3–6 after execution:  
Prepare and issue the consultant RFQ, evaluate responses, select a consultant, and execute a contract for model development and AGWA upload services.
- Months 3–9 after execution:  
Develop the Styx River Watershed models and upload the completed models into Aquaveo's AGWA platform.
- By Month 12 after execution:  
Complete final project documentation and close out the grant.



## BUDGET

<b>Watershed</b>	<b>GSSHA Modeling</b>	<b>AGWA Subscription</b>
Styx River	<b>\$ 60,000</b>	\$ 51,650
	<i>MBNEP Funding</i>	<i>Baldwin County Funding</i>