

EDWARD F. POOLOS
DIRECTOR

JEFFERY W. KITCHENS
DEPUTY DIRECTOR



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

KAY IVEY
GOVERNOR

June 25, 2026

The Honorable James E. Ball, Chair
Baldwin County Commission
312 Court House Square
Bay Minette, AL 36507

RE: Cooperative Agreement for the Integrated Watershed Protection of the Magnolia River Watershed by Stabilizing Eroding Roads and Conveyances (FY2021)

Dear Commissioner Ball:

Enclosed you will find two (2) copies of a Cooperative Agreement between the Alabama Department of Environmental Management (ADEM) and Baldwin County Commission. The Cooperative Agreement will provide funding to implementation of Low Impact Development (LID) and post-construction Best Management Practices (BMPs) to mitigate nonpoint source pollution in Weeks Creek, a tributary of Magnolia River.

Please sign and return all copies of the Cooperative Agreement to the Department. Please send the information via regular mail to the address below and via e-mail at smcglynn@adem.alabama.gov.

ADEM: Nonpoint Source Unit/Office of External Affairs
ATTN: Shannon McGlynn
Post Office Box 301463
Montgomery, Alabama 36130-1463

If you have any questions, feel free to contact Shannon McGlynn by phone at (334) 274-4196 or by email at smcglynn@adem.alabama.gov.

Sincerely,

A handwritten signature in black ink that reads "Shannon McGlynn for Lynn Battle". The signature is written in a cursive style.

M. Lynn Battle, Chief
Office of External Affairs

Enclosures: Cooperative Agreement (2)
Scope of Services (1)
Project Workplan and Attachments (1)

MLB/slm



Birmingham Office
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Office
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Coastal Office
1615 South Broad Street
Mobile, AL 36605
(251) 450-3400
(251) 479-2593 (FAX)

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

**COOPERATIVE AGREEMENT
BETWEEN BALDWIN COUNTY
COMMISSION AND THE ALABAMA
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT**

This Agreement is entered into between Baldwin County Commission, UEI#MMDHCQ2E82J5(Subrecipient) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency (hereafter called "EPA"). This Agreement will provide for the implementation of Low Impact Development (LID) and post-construction Best Management Practices (BMPs) to mitigate nonpoint source pollution in Weeks Creek, a tributary of Magnolia River.

The parties hereto agree as follows:

1. Scope of Services

The Subrecipient will provide services as set out in the Scope of Services, which is included with this Agreement as Attachments A & B, which are incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Subrecipient an amount not to exceed \$439,710.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Subrecipient shall submit an invoice not more than once per month to the Department for the actual cost incurred. The Subrecipient shall submit the invoice statements itemizing the expenditure. The final invoice shall be submitted within forty-five (45) days of expiration of this Agreement.

C. The Subrecipient agrees to provide a minimum of \$293,140.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The Subrecipient shall submit with the invoice statements itemizing the expenditure on those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate on September 29, 2026. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the EPA and is subject to termination in the event of pro-ration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the agreement in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Subrecipient shall, at the option of the Department, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Subrecipient may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Subrecipient shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Subrecipient shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any increases or decreases in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Department and the Subrecipient shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the EPA issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464621 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does EPA endorse trade names or recommend the use of commercial products mentioned in this document.

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Subrecipient.

15. Audits and Access to Records

The Subrecipient agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements, the Subrecipient shall provide the Department with a copy of its audit report covering the period of this agreement within thirty (30) days of receipt by the Subrecipient of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after 9/30/2026), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the

Subrecipient involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interviewing and having discussion related to such documents. The Subrecipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Subrecipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Subrecipient Not Entitled to Merit System Benefits

In the case of Non-State Agencies, under no circumstances shall the Subrecipient or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolutions shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

Baldwin County Commission acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals and Baldwin County Commission shall not begin performing work under this agreement until notified to do so by the Alabama Department of Environmental Management. The Baldwin County Commission is entitled to no compensation for the work performed prior to the effective date of this contract.

21. Immigration Affirmation

“By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

22. Prohibition against Boycotting by Subrecipients

In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Subrecipient certifies to the best of its knowledge and belief that it and the principles are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this agreement may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

25. Economic Boycott Act 2023-409

In compliance with Act 2023-409, by signing this contract, Contractor provides written verification that the Contractor, without violating controlling law or regulation, does not and will not, during the term of this contract engage in economic boycotts as the term "economic boycott" is defined in Section 41-16-160, Code of Alabama 1975.

26. Non-appropriation and Proration (41-4-144 (C)).

When funds are not appropriated or made available to support the continuation of performance in a subsequent fiscal year, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. To the extent permissible by law, this cost of cancellation may be paid by any appropriations available for that purpose.

In the event that pro-ration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

Baldwin County Commission

By: _____
James E. Ball. County Commission Chair

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

As to Legal Form

By: _____
Edward F. Poolos
Director

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement on this the _____ day of _____ 2026.

Attachment A
Federal Award Identification

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

(1) Federal Award Identification	
(i.) Subrecipient name	Baldwin County Commission
(ii.) Subrecipient's unique entity identifier	MMDHCQ2E82J5
(iii.) Federal Award Identification Number (FAIN);	BG96464621
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	10/27/2020
(v.) Subaward Period of Performance Start and End Date;	The date of execution of the cooperative agreement to September 29, 2026.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$439,710.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$439,710.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$439,710.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Performance Partnership Grant (PPG)
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Environmental Protection Agency (EPA), Alabama Department of Environmental Management, Shannon McGlynn 334-274-4196
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 66.605 – FY20 PPG; BG96464621 total Federal Award issued to ADEM, which is registered in SAM with the UEI number QEJLN2QTSEZ5, is \$25,769,505.00
(xii.) Identification of whether the award is R&D; and	This is not an R&D award.
(xiii.) STATE OF ALABAMA	

ATTACHMENT B
SCOPE OF SERVICES

U.S. Environmental Protection Agency Clean Water Act Section 319 (h)
Watershed Implementation Funds through the Performance Partnership Grant (PPG)
Alabama Nonpoint Source Management Program

FY2021 –Watershed Implementation Project Workplan: Integrated Watershed Protection of the Magnolia River Watershed by Stabilizing Eroding Roads and Conveyances

Overview:

Upon the effective date of requisite state government approval and notification by the Alabama Department of Environmental Management (Department), Baldwin County Commission (Subrecipient), agrees to effectively and expeditiously facilitate and assure compliance with all applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement, the Federal Award, and any attachments.

The Department’s project coordinator for the above listed project is Shannon McGlynn, Nonpoint Source (NPS) Unit. The project coordinator can be reach at (334) 274-4196. All reports and other draft submissions should be submitted electronically to smcglynn@adem.alabama.gov. A certification statement regarding truth and accuracy as well as an original signature should be submitted with each invoice. Invoices with supporting documentation should be mailed to:

Shannon McGlynn,
Nonpoint Source (NPS) Unit
Alabama Department of Environmental Management
PO Box 301463
Montgomery, AL 36130-1463

General Terms and Conditions

A. The Subrecipient agrees to comply with the current EPA general terms and conditions available at:
<http://www.epa.gov/grants/grant-terms-and-conditions>

These terms and conditions are in addition to the assurances and certifications made as a part of the Agreement and the terms, conditions, or restrictions cited throughout the agreement.

The Code of Federal Regulations (CFR) is a collection of general and permanent rules created by the executive agencies and departments of the Federal government. Federal regulations are the enforceable rules behind the acts that are passed into law by Congress. The EPA has adopted the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities guidance, which is commonly known as the Uniform Grant Guidance (UGG) ([2 CFR 200](#) and [2 CFR 1500](#)).

B. The Subrecipient agrees to comply with cross-cutting public policy requirements applicable to federal grants. The term public policy indicates that the requirement is based on social, economic, or other objectives or considerations that may be attached to the expenditure of federal funds by grantees, consortium participants, and Contractors, in general, or may relate to the expenditure of federal funds for research or other specified activities.

EPA cross-cutting public policy requirements include but are not limited to:

- Common EPA Public Policy Requirements - <https://www.epa.gov/grants/public-policy-requirements#common-epa>
- Construction-Related Requirements - <https://www.epa.gov/grants/public-policy-requirements#construction-related>

C. The Subrecipient agrees to comply with EPA public awareness terms and conditions - <https://www.epa.gov/grants/grant-terms-and-conditions#public>

D. The Subrecipient is aware they are subject to the same requirements as those that apply to the Department’s EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

- Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
 - Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity’s agreement with EPA entitled “Reporting Subawards and Executive Compensation.”
 - Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity’s agreement with EPA entitled “Consultant Fee Cap.”
 - EPA’s prohibition on paying management fees as set forth in General Condition of the passthrough entity’s agreement with EPA entitled “Management Fees.”
 - The Procurement Standards in 2 CFR Part 200 including those requiring competition when the Subrecipient acquires goods and services from Contractors (including consultants). EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific, and EPA encourages pass-through entities to review the terms of their Agreement carefully and consult with the assigned project coordinator for advice if necessary.
- E. Requirement for System for Award Management (SAM) - The Subrecipient must maintain the information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the Subrecipient reviews and updates the information **at least annually** after the initial registration, and more frequently if required by changes in the information. Additional information about registration procedures may be found at the System Award Management (SAM) Internet site: <https://www.sam.gov/SAM/>.
- F. EPA has developed numerous policies and guidance to ensure effective grants management, including EPA Orders, Subrecipient /Applicant Information Notices (RAIN), Grants Policy Issuances (GPI), Best Practices, and other guidance documents. These policies and guidance cover topics related to particular Subrecipient’s, programs, activities or overall streamlining efforts. The Subrecipient can find EPA grant policies and guidance at <https://www.epa.gov/grants/epa-grants-policy-resources>.

Nationally Consistent Programmatic § 319 Grant Conditions from the PPG Assistance Agreement

1. Reporting Requirements

The Subrecipient agrees to comply with all reporting requirements required by EPA regulation 2 CFR 200, Section (§) 319(h) (10) and § (11) of the Clean Water Act, and by the Nonpoint Source Program and Grants Guidelines for States and Territories (2024). Failure to comply with the above referenced reporting requirements may result in a disruption of grantee funding and/or early termination of the agreement in accordance with 2 CFR 200.

2. Project Reports

The Subrecipient agrees to submit reports for all projects identified in the approved work plan, including those performed by the Subrecipient, Contractors, and through interagency agreements. Reports shall include a comparison of actual accomplishments to the outputs (deliverables)/outcomes (measures of success) established in the workplan for that period, the reasons for slippage if those outputs/outcomes could not be met, and any other pertinent information such as cost overruns.

Subrecipient agrees to inform the project coordinator as soon as problems, delays, or adverse conditions arise which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan to ensure proper EPA notification is completed.

A final project report is due to the project coordinator within **sixty (60) days** after the end of the Agreement Project Period. The report must describe project activities and identify and discuss the extent to which project goals have been achieved, and the amount of funds spent on the project. The report should emphasize successes, failures, lessons learned, load reduction data, and should include any available water quality and habitat data demonstrating project results.

3. GRTS

The Subrecipient will report BMP and load reduction data as projects are implemented. At a minimum, the BMP and load reduction data will be reported by February 15th of each year for projects implementing BMPs in the previous fiscal year.

4. Quality Assurance

The Subrecipient agrees to continue to implement and adhere to its EPA-approved Quality Management Plan (QMP) in accordance with EPA QA/R-2, EPA Requirements for Quality Management Plans. If not included under the approved QMP, a stand-alone QAPP is required for those projects/activities that result in the collection and/or generation of environmental information, metrics,

or data. The Subrecipient agrees to ensure that an approved site specific QAPP is completed for each project. The QAPPs will be reviewed and approved by the Subrecipient prior to the reimbursement for collection of any environmental information or data. A copy of the approved QAPPs must be retained with the Subrecipient's official records for this Agreement.

5. STORET Data Reporting

The Subrecipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a §319 project, into EPA's "storage and retrieval" (STORET) data system. All water quality data generated with §319 funding, either directly or by sub-award, are required to be transmitted into the STORET data warehouse using either the Water Quality Exchange (WQX) or WQXweb.

6. Sufficient Progress

EPA may terminate the assistance agreement for failure of the Subrecipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. In determining sufficient progress, EPA may also consider the rate of expenditure of funds (unliquidated obligations), as well as the findings from the most recent performance and progress determination.

7. Watershed-based Plans

Upon request, the Subrecipient shall provide a copy of any available information regarding the status of implementation activities and results, including but not limited to any reports on BMPs implemented; federal funds expended; contributions of funds by other sources to assist in implementation of the watershed-based plans (to the extent this information is readily available to the State); results achieved; and other relevant and appropriate information to ensure watershed based plans can be updated.

8. Operation and Maintenance

The Subrecipient will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The Subrecipient shall include a provision in every applicable sub-agreement (subgrant or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the Subrecipient.

9. Maintenance of Effort/ Required Non-Federal Match

Expenditures for Nonpoint Source (NPS) implementation activities must meet the maintenance of effort (MOE) level required under §319(h) (9) of the Clean Water Act. A 40 percent Non-Federal program match is also required.

10. Limitation on Administrative Costs

In accordance with § 319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

11. Permits

The Subrecipient agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state, or local laws. The subgrantee's project implementation plan must identify permits that may be needed to complete work plan activities. The Subrecipient must keep documentation regarding necessary permits in the project file. EPA and Department approval of a workplan does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity.

12. State Grant Cybersecurity Condition

(a) The Subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements. (b) (1) EPA must ensure that any connections between the Subrecipient's network or information system and EPA networks used by the Subrecipient 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 Subrecipient's connections as defined above do not go through the Environmental

Information Exchange Network or EPA's Central Data Exchange, the Subrecipient agrees to contact the EPA Project Officer 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 Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The Subrecipient 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 Subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during Subrecipient monitoring deemed necessary by the Subrecipient under 2 CFR 200.331(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.

13. Geospatial Data Standards

In accordance with OMB Circular A-16 and Chief Information Office Policy Transmittal 05-002, all geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

Workplan Specific § 319 Conditions

The Subrecipient will abide by the EPA/ADEM, submitted for review, **FY2021 –Watershed Implementation Project Workplan: Integrated Watershed Protection of the Magnolia River Watershed by Stabilizing Eroding Roads and Conveyances (Project Workplan)** for the duration of the Agreement. The Subrecipient must obtain prior permission from the Department to modify, revise, and/or amend, in part or in whole, any component of the Project Workplan for the duration for the Agreement.

- a. Both the Subrecipient and its subawardee(s) receiving CWA Section 319(h) funds awarded through the PPG grant must comply with applicable federal laws, regulations, rules, OMB circulars, and applicable CWA Section 319(h) grant guidelines. It is the responsibility of the Subrecipient to ensure that its subawardees(s) are made aware of these regulations and that subawardee(s) efforts comply with them.
- b. The Subrecipient will not expend any funds awarded through the grant other than for purposes presented in a Department approved Project Workplan and budget. The Subrecipient agrees to communicate and work closely with the project coordinator for the duration of the Agreement to mutually ascertain whether Project Workplan implementation activities and costs are eligible, necessary, and reasonable.
- c. All charges and utilization of funds awarded to the Subrecipient must be well documented. The Subrecipient agrees to closely communicate with the project coordinator to proactively mitigate nonfederal grant match eligibility concerns or issues for the duration of the Agreement.
- d. The Subrecipient will assure that nonfederal match is eligible. All sources and total amounts of real dollar or in-kind Non-Federal match must be well documented and made available for review and disclosure upon request by EPA and Department for the duration of the Project Workplan. If a Subrecipient's subawardee will provide a portion of the Subrecipient's Non-Federal match, the Subrecipient will assure that the subawardee tracks and maintains adequate records with respect to that portion.
- e. The Subrecipient agrees to not apply expended nonfederal budget match (real or in-kind) for this project prior to or after the Agreement begin and end dates, respectively. Costs must be incurred during the period of performance of the Agreement.
- f. The Subrecipient agrees to comply with the following EPA CWA Section 319(h) grant guidelines:
 - <https://adem.alabama.gov/water/nonpoint-source-pollution-program/section-319-grant-resources>
 - <http://water.epa.gov/polwaste/nps/cwact.cfm>
- g. The Subrecipient agrees that all applicable grant-funded Workplan Project data, information, reports, and financial records will be maintained by the Subrecipient and made available for review and disclosure upon reasonable request by the Department for a minimum of three (3) years (Ref. 40 CFR 31.42; 40 CFR 31.50) following the submittal of the overall PPG Federal Award final financial report date of **December 30, 2026**. The project will begin on the date of signature of the Agreement and the project end date may not coincide with the PPG Federal Award expiration date, **September 30, 2026**.

- h. The implementation duration of this Project Workplan will not exceed the Agreement expiration date unless prior approval has been granted by the Department through an Agreement amendment. The Subrecipient agrees to inform the project coordinator in a timely manner of any need to redress Project Workplan implementation/completion issues through an Agreement amendment; however, ADEM does not assure that any Agreement will be amended.
- i. The Subrecipient agrees to inform the project coordinator as soon as possible of any real or potential problems, delays, or adverse conditions that are occurring, may emerge, or may materially impair or delay the Subrecipient's capacity to implement any of the components of the Project Workplan for the duration of the Agreement.
- j. The Subrecipient agrees to electronically submit a comprehensive Final Report to the project coordinator within **60 days** of the end date of the Agreement or end of the project, whichever occurs first. The report should incorporate the status, evaluation, and achievement of project goals, objectives and milestones (tasks) with an emphasis on lessons learned; description of BMPs implemented; reductions in nonpoint source pollutant loadings and improvements in water quality as a result of best management practice implementation; discuss partners gained and their responsibility in the project's success; copies/summaries/listings of meetings, reports, brochures, circulars, articles, brochures, presentations; education and outreach, technology transfer, and technical assistance provided; and the estimated number and types of audiences/stakeholders reached. It should also discuss elements of the project that were successful, elements that did not work out as planned, and key lessons learned; describe any programs, activities, and/or assessments that are planned or should be planned for the area of concern based on this project and describe future activities planned.
- k. All electronic and hardcopy outputs and deliverables will be submitted to the project coordinator concurrent with, or prior to, the submittal of the Final Report.
- l. The Subrecipient agrees to procure a written professional contract agreement for all services that will result in payments outside of normal payroll. Written agreements must be submitted for review by the project coordinator.
- m. All electronic and hardcopy products or materials produced as part of the Project Workplan must prominently display the ADEM logo and the following grant funding-source acknowledgement: *"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464621 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."*
- n. EPA retains royalty-free, nonexclusive, and irrevocable authority and license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes, copyright in any work produced or purchased with funds awarded in accordance with 40 CFR 31.34.
- o. All electronic or hardcopy education, outreach, and training products and deliverables developed in whole or in part using grant funds will be submitted by the Subrecipient in draft form to the project coordinator for review, comments, or modifications prior to any funds being expended for the final electronic or hardcopy products to be produced, printed, or disseminated.
- p. Any promotional material (printed material, articles, videos, websites, social media, etc) that promotes the project or project implementation practices, regardless of length, prepared by the Subrecipient must credit the funding source.
- q. The Subrecipient agrees to timely submit grant-funded project information, fact sheets, or news articles upon reasonable requests by the project coordinator for the duration of the Agreement.
- r. The Subrecipient agrees to provide at least one descriptive Project Workplan news release to at least one mass-media news outlet (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the Project Workplan area, at least **annually**, for the duration of the Agreement.
- s. The Subrecipient agrees to install on-the-ground BMPs on disturbed land, impaired riparian areas, and along stream banks nearest to an ADEM water quality monitoring site and/or site that is obviously and directly contributing to degradation of water quality in an impaired watershed. Grant funds will not be used to install distal on-the-ground BMPs that are not likely to directly contribute to the improvement of water quality of an impaired waterbody or stream segment in a relatively expeditious manner.

- t. The Subrecipient agrees to provide **annual** assurance to the project coordinator that grant-funded best management practice(s) and equipment will be/is properly operated and maintained for the intended purposes during its lifespan. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.
- u. EPA and the Department reserve the right to periodically inspect a practice during the life span of the project to ensure proper operation and maintenance are occurring. If upon inspection, ADEM representatives determine that participants are not operating and maintaining grant funded practices in an appropriate manner, EPA or the Department may request a refund for that practice or practices if installed using grant funds. The life span of conservation practices will be consistent with the life span of similar conservation practices as determined by the USDA-Commodity Credit Corporation pursuant to the implementation of the Environmental Quality Incentives Program (EQIP). Practice and equipment life spans may be determined on a case-by-case basis but will generally be operated and maintained for a minimum period of 5 years. **Current EQIP cost values should be used as a basis for reimbursement of agricultural BMP implementation.**
- v. Equipment is defined in 2 CFR 200.33 as tangible personal property that has a useful life of more than 1 year and a unit acquisition cost of \$5,000 or more. In some cases, EPA provides equipment for use during a grant. If your organization was provided any EPA-owned equipment during a grant, you must arrange to return it to EPA at the end of the project in accordance with the terms and conditions of the grant agreement, and any additional instructions EPA provides. At the end of the project, recipients must use SF 428 (Tangible Personal Property Report) to report to the EPA Project Officer unused personal property that: has a total fair market value exceeding \$5,000 and is not needed for any other federally sponsored programs or projects. Personal property means property of any kind, except real property, that has a physical existence (including equipment and supplies).
- w. The procedures for disposing of equipment that is acquired under an EPA grant award depends on the instructions received from EPA and the fair market value of equipment. Additional information about equipment disposition is available in 2 CFR 200.313. Disposition instructions may be one of the following. For original replacement equipment with a fair market value of \$5,000 or less, recipients may retain, sell, or otherwise dispose of the equipment with no further obligation to EPA. For equipment with a fair market value in excess of \$5,000, recipients may retain or sell the equipment, but EPA is entitled to an amount that is calculated by multiplying the current market value or proceeds from a sale by EPA's percentage of participation in the cost of the original purchase. The equipment title may be transferred from the recipient to the federal government or to an eligible third party, provided that the recipient be entitled to compensation for its attributable percentage of the current fair market value of the equipment.
- x. The Subrecipient agrees to provide the project coordinator with estimates of nitrogen, phosphorus, and sediment load reductions from significant nonpoint sources or groups of sources (e.g., number of animal feeding operations; acres of row crops; linear miles of eroded streambanks, etc.) expected as a result of implementation of the grant-funded best management measures for the duration of the Agreement. Load reduction estimates may be water quality monitoring based or "desk-top" modeled using methods pre-approved by the project coordinator. Load reduction estimates shall be provided in Semi-Annual reports and the Final Project report. EPA requires project load reductions to be reported no later than one year from the agreement date.
- y. The Subrecipient will assure that grant-funded project data and information gathering and reporting efforts neither supersedes nor contravenes personal privacy or confidentially mechanisms afforded by state and federal laws, rules, regulations, etc.
- z. All funds awarded for on-the-ground best management practices implemented by this Project Workplan must: a) improve, protect, or maintain water quality, and b) provide quantifiable nonpoint source pollutant load reductions.
- aa. Geolocational information for grant-funded best management practices, which should be expressed as latitude and longitude in decimal degrees format, shall be reported to the project coordinator in Semi-Annual and Final Project reports for the duration of the Agreement.
- bb. The Subrecipient agrees to obtain and comply with all necessary federal, state, local, and other permits and project approvals/authorizations; as well as reviews and oversight for the duration of the Agreement and/or the permitted coverage timeline. Permit documentation, maintenance plan, draft procurement documents (bid), "project escalation plan (organization of coordination among entities/consultation)" and as-builts must be submitted to the project coordinator. Failure to obtain and comply with required permits, approvals, or authorizations will jeopardize grant funding and Subrecipient expense reimbursement. Federal grant funds cannot be expended to apply for or to comply with any required permit, or to fund a governmental project review or oversight process.

- cc. The Subrecipient agrees to implement best management practices that target the specific pollutant(s) of concern as outlined in the approved Project Workplan. Management measures that will not improve or may further degrade receiving waters will not be approved nor reimbursed.
- dd. All funds awarded for on-the-ground best management practices implemented by this Project Workplan must: a) improve, protect, or maintain water quality, and b) provide quantifiable nonpoint source pollutant load reductions.
- ee. Geolocational information for grant-funded best management practices, which should be expressed as latitude and longitude in decimal degrees format, shall be reported to the project coordinator in Semi-Annual and Final Project reports for the duration of the Agreement.
- ff. The Subrecipient agrees to obtain and comply with all necessary federal, state, local, and other permits and project approvals/authorizations; as well as reviews and oversight for the duration of the Agreement and/or the permitted coverage timeline. Permit documentation, maintenance plan, draft procurement documents (bid), “project escalation plan (organization of coordination among entities/consultation)” and as-builts must be submitted to the project coordinator. Failure to obtain and comply with required permits, approvals, or authorizations will jeopardize grant funding and Subrecipient expense reimbursement. Federal grant funds cannot be expended to apply for or to comply with any required permit, or to fund a governmental project review or oversight process.
- gg. The Subrecipient agrees to implement best management practices that target specific pollutants of concern as outlined in the approved Project Workplan. Management measures that will not improve or may further degrade receiving waters will not be approved nor reimbursed.



Clean Water Act Section 319(h) Nonpoint Source Program Watershed Project Workplan

Section 1 PROJECT INFORMATION

Name of Project Integrated Watershed Protection of the Magnolia River Watershed by Stabilizing Eroding Roads and Conveyances	
Name of Sponsoring Organization Baldwin County Commission	
Sponsor Address (<i>Number and Street, City, State, and ZIP code</i>) <u>Physical Address</u> <u>Mailing Address</u> 312 Court House Square Bay Minette, Al 36507	Sponsor Organization Type (<i>check one</i>) <input type="checkbox"/> Municipality <input checked="" type="checkbox"/> County Government <input type="checkbox"/> University <input type="checkbox"/> State Government <input type="checkbox"/> Nonprofit 501(c)(3)
Federal Identification Number EIN: 636001408	Unique Entity Identifier (UEI) / Entity ID UEI Number: MMDHCQ2E82J5

Section 2 PROJECT CONTACT INFORMATION

Project Contact James E. Ball. County Commission Chair	Project Coordinator (<i>if different than project contact</i>) Ashley Campbell, Natural Resource Planner
Address (<i>Number and Street, City, State, and ZIP code</i>) <u>Physical Address</u> <u>Mailing Address</u> 312 Court House Square Bay Minette, Al 36507	Address (<i>Number and Street, City, State, and ZIP code</i>) <u>Physical Address</u> <u>Mailing Address</u> 22251 Palmer Street Robertsdale, AL 36567
Telephone Number 251-580-1655	Telephone Number 251-423-3632
Email Address Jeb.Ball@baldwincountyal.gov	Email Address Ashley.Campbell@baldwincountyal.gov

Section 3 PROJECT FUNDING REQUEST

Section 319 (Federal Funds) Requested	\$	<u>439,710.00</u>
Match Funds (Non-Federal)*	\$	<u>333,136.00</u>
Total Project Cost	\$	<u>772,846.00</u>
<i>*Must be equal to a minimum of 40% of the Total Project Budget.</i>		
Is this project a continuation of another Section 319-funded Project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the applicant ever received Section 319 funds?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The project includes an Municipal Separate Storm Sewer Systems (MS4) area: Choose an MS4.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Alabama Workplan for Section 319 NPS Watershed Project

Section 4 PROJECT DESCRIPTION

River Basin

- | | | | |
|--|---|--|-------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Chattahoochee | <input type="checkbox"/> Escambia | <input type="checkbox"/> Tallapoosa |
| <input type="checkbox"/> Black Warrior | <input type="checkbox"/> Chipola | <input type="checkbox"/> Escatawpa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Blackwater | <input type="checkbox"/> Choctawhatchee | <input checked="" type="checkbox"/> Mobile | <input type="checkbox"/> Tombigbee |
| <input type="checkbox"/> Cahaba | <input type="checkbox"/> Coosa | <input type="checkbox"/> Perdido | <input type="checkbox"/> Yellow |

Project Location

Waterbody Name(s) Magnolia River	12 digit USGS HUC(s) and Watershed Name 031602050203 – Magnolia River	County(ies) Baldwin
-------------------------------------	--	------------------------

This project addresses:

- TMDL?
For a complete list of EPA approved TMDLs: <http://www.adem.state.al.us/programs/water/approvedTMDLs.htm>
- Impairment(s) for a waterbody on the current 303(d) List?
For a complete list of 303(d) listed waterbodies: <http://www.adem.state.al.us/programs/water/wquality/2016AL303dList.pdf>
- Protection of high-quality water?
As defined by EPA's Nonpoint Source Program and Grants Guidelines for States and Territories.
Magnolia River's designated use classification per ADEM Administrative Code 335-6-11 is Outstanding Alabama Water (OAW). OAW is the highest water quality designation for the State.

Watershed Management Plan(s) (EPA 9-Element Plan) Name and Year Weeks Bay Watershed Management Plan (2017)	Plan & Checklist Attached: <input checked="" type="checkbox"/> Yes
---	--

NPS Pollutant(s) to be addressed by the project.

- | | | |
|---|--|---|
| <input type="checkbox"/> Low Dissolved Oxygen | <input checked="" type="checkbox"/> Organic Enrichment | <input checked="" type="checkbox"/> Nutrients |
| <input checked="" type="checkbox"/> Sedimentation/Siltation | <input type="checkbox"/> Pesticides | <input type="checkbox"/> pH |
| <input type="checkbox"/> Pathogens/Bacteria | <input type="checkbox"/> Oil and Grease | <input type="checkbox"/> Other: _____ |

Nonpoint Pollution Source(s) to be addressed, include the percentage to which the project addresses the source.

Total must equal 100%

Percent		Percent	
85%	NPS All Sources		Resource Extraction
	Agriculture		Land Disposal/Storage/Treatment
	Animal Feeding Operations		Hydrologic Modification
	Silviculture		Marinas and Recreational Boating
	Construction	15%	Other NPS Pollution:
	Urban Runoff/Stormwater		Roadways

Expected Estimated Pollutant Load Reductions (Due to Project Implementation)

Pounds of Nitrogen	6,046.2 lbs/year	
Pounds of Phosphorus	398.2 lbs/year	
Tons of Sediment	26.0 tons/year	
Other (Pathogens, etc.):	N/A	

Model Used (STEPL, Other)

PLET
PLET
PLET
N/A

Alabama Workplan for Section 319 NPS Watershed Project

Section 5 PROJECT PARTNERS		
Name of Partner	Type(s) of Commitment to Project Success <i>(Describe the commitment of time, activities, or other specified resource for the project.)</i>	Letter of Support Attached
Baldwin County Commission	The County will be the lead and sponsor of the project. It will be responsible for providing administrative oversight, grant coordination at the local level, overseeing and ensuring correct project implementation, technical assistance, grant tracking, meeting tasks and deliverables, invoicing and reporting. The County will facilitate opportunities to promote project partnering, illicit stakeholder involvement and support, provide education and outreach opportunities related to nonpoint source impairments, and assist with best management practices (BMPs) implementation. The County will provide match in the form of in-kind services, employee time, volunteer time, equipment, and/or supplies.	<input checked="" type="checkbox"/> Yes
Natural Resource Conservation Service (NRCS)	NRCS will provide technical and engineering assistance relevant to BMP selection and implementation for the Magnolia River Watershed, where possible. Services could also include identifying sources and causes of pollution, landowner interaction, nutrient and sediment management BMPs with producers in the watershed.	<input type="checkbox"/> Yes
Mobile Bay National Estuary Program (MBNEP)	MBNEP will promote the project through stakeholder engagement. The presentations during these meetings will highlight the project and its success, garner stakeholder input and involvement, and brainstorm solutions to challenges that arise. MBNEP will partner on the task force for the project and help with the Alabama Water Watch sampling and training.	<input type="checkbox"/> Yes
Baldwin County Commission Environmental Advisory Committee (EAC)	BC-EAC will provide assistance with nonpoint source (NPS) pollution and water quality education including, but not limited to, distribution of outreach materials, providing guidance and stakeholder support where possible.	<input checked="" type="checkbox"/> Yes
Magnolia Springs Watershed Task Force	The Magnolia Springs Watershed Task Force includes entities such as the Town of Magnolia Springs Water Watch, Auburn University, Alabama Department of Conservation and Natural Resources (ADCNR), Mobile Bay Keeper, Geological Survey of Alabama, Baldwin County, Baldwin County Soil and Water Conservation District, NRCS, MBNEP, etc. While this task force is highly involved in Alabama Water Watch sampling and training, they also meet at least quarterly or as often as needed to help review and discuss projects that are ongoing throughout the watershed and identifying potential critical areas in the watershed	<input type="checkbox"/> Yes
Baldwin County Soil and Water Conservation District (BCSWCD)	BCSWCD will help connect producers and landowners with resources needed to implement conservation practices on their lands, where possible. They will be a partner to provide education and outreach opportunities, technical assistance, and facilitate opportunities for stakeholders to utilize funding and resources.	<input type="checkbox"/> Yes

Alabama Workplan for Section 319 NPS Watershed Project

Alabama Water Watch (AWW)	Local watershed citizen volunteers will contribute water quality monitoring and protection through stewardship. They will support this project with monitoring following AWW protocol in Magnolia River watershed.	<input type="checkbox"/> Yes
---------------------------	--	------------------------------

Section 6 PROJECT GOAL(S)

The goal of this project is to protect water quality in Magnolia River watershed by providing a partnership approach to implementing best management practices (BMPs) and education/outreach activities as identified in the “Weeks Bay Watershed Management Plan” (November 2017). Other goals include:

- 1. Reduce Nonpoint Source Pollutant Loads to the Magnolia River**
Implement structural and non-structural Best Management Practices (BMPs) to reduce nutrient and sediment from roads and agricultural runoff within the watershed.
- 2. Protect and Maintain the High-Water Quality of the Magnolia River as an Outstanding Alabama Water (OAW)**
Ensure that all project activities are consistent with the OAW anti-degradation designation by prioritizing protective measures that maintain current water quality and prevent future impairments.
- 3. Increase Watershed Awareness and Promote Community-Based Stewardship**
Conduct targeted education and outreach to inform landowners, residents, and local governments about the importance of nonpoint source pollution control, watershed health, and their role in protecting the Magnolia River.
- 4. Foster Stakeholder Engagement and Collaboration**
Strengthen partnerships with local landowners, agencies, municipalities, nonprofits, and citizen groups to encourage voluntary BMP adoption, coordinate implementation efforts, and build long-term capacity for watershed protection.
- 5. Support Long-Term Water Quality Improvement Through Technology Transfer and Adaptive Management**
Promote the use of monitoring data, modeling tools, and shared lessons learned to guide implementation strategies, evaluate BMP effectiveness, and transfer successful practices to other priority watersheds in the region.

Alabama Workplan for Section 319 NPS Watershed Project

Section 7 PROJECT ABSTRACT (Limit 1 Page)

The Magnolia River watershed (HUC 12: 031602050203) is located in southwestern Baldwin County, Alabama, and drains into Weeks Bay, part of the Mobile Bay estuarine system. The watershed encompasses approximately 26,000 acres (about 41 square miles) and includes several tributaries such as Noltie Creek, Eslava Branch, Weeks Creek, and Schoolhouse Branch. The river flows through a mix of rural agricultural lands and low-density residential areas that are experiencing increased development pressure. Magnolia River is part of the larger Mobile Bay Watershed.

In 2009, the Alabama Department of Environmental Management (ADEM) designated approximately 12.5 miles of Magnolia River as an Outstanding Alabama Water (OAW). The river is classified for the uses of Swimming and Whole-Body Contact and Fish and Wildlife, and the OAW designation provides the highest level of protection under state regulations. This designation requires that water quality be maintained and protected from degradation, including impacts from nonpoint sources. Therefore, maintaining current high-water quality is a priority under both regulatory and programmatic objectives.

The *Weeks Bay Watershed Management Plan* (2017) identifies Magnolia River as a high value subwatershed with multiple stressors that pose risk to long-term water quality. These include nutrient loading from agricultural runoff, bacterial contamination from failing septic systems, sedimentation due to soil erosion and streambank instability, and hydrologic changes caused by increased impervious surfaces from new development. Despite currently meeting its designated uses, the watershed is vulnerable to future degradation without proactive management efforts.

The Management Plan highlights critical areas for Best Management Practice (BMP) implementation, particularly along agricultural lands adjacent to tributaries, eroded streambanks, and unsewered residential areas with aging septic systems. Recommended management measures include conservation tillage, vegetated buffers, livestock exclusion, septic system repairs, low impact development (LID) for stormwater control, dirt road stabilization and riparian restoration.

Turf grass production is the dominant agricultural activity in the Weeks Creek sub-watershed and supports countywide growth. Several turf fields border county-maintained dirt roads, including Norris Lane and Hartung Road. Stormwater runoff from turf operations frequently overwhelms these roads, resulting in erosion, sedimentation, and turbidity impacts to Weeks Creek, which is a tributary of the Magnolia River.

The Baldwin County Environmental Advisory Committee (EAC) recognized these impacts, listing Norris Lane and Hartung Road in their publication, *The 25 Most Environmentally Damaging Dirt Roads*. Photographs from the EAC report document significant sedimentation impacts to Weeks Creek originating from Hartung Road. Stabilizing these roads will substantially improve water quality and habitat conditions in both the Weeks Creek and Magnolia River watersheds.

These efforts align with §319 priorities by addressing nonpoint source pollution and supporting the long-term protection of OAW-designated waters. Implementation of targeted BMPs in Magnolia River offers an opportunity to protect an ecologically significant waterbody before impairments occur.

Therefore, using the Watershed Management Plan as a guide, this project will bring together local stakeholders and key partners interested in the betterment of water quality in the watershed. Practices implemented during the project will be targeted and prioritized on a voluntary basis, utilizing technical assistance, financial assistance, and educational materials for best management practices. These activities look to provide protection for Magnolia River.

Alabama Workplan for Section 319 NPS Watershed Project

Section 8 PROJECT OBJECTIVES

PROJECT ADMINISTRATION

1. **Objective:** To effectively plan, implement, monitor, and evaluate all work performed under this project including technical and financial supervision, as well as preparation of status reports and invoices.
 - 1.1. **Task:** Baldwin County's Project Coordinator will host coordination meetings or conference calls, monthly, with the ADEM project manager(s) to discuss project activities, project schedule, communication needs, deliverables, and other requirements.
 - 1.1.1. **Deliverables:**
 - Monthly project meeting notes
 - A list of actionable items that are needed and responsible parties for each action
 - Goals for the next month
 - 1.2. **Task:** Baldwin County will develop and review the final Section 319(h) Grant report that will be submitted to ADEM within sixty (60) days of the cooperative agreement end date. This report will provide at a minimum the following information:
 - An overview of project and project goals and objectives
 - Evaluation of achievement of project goals and milestones
 - Narrative and documentation of completion of project objectives, project tasks, dates of completion, deliverables, and measures of success
 - Summary of BMPs and associated load reductions
 - Give a brief description of the expenses (both federal and match) that occurred during the project and any variations from the original budget
 - Describe education/outreach, public participation, technology transfer, technical assistance, and the effectiveness of the education outreach efforts
 - Discuss partnerships and tasks completed by each entity
 - Describe successes, challenges, and lessons learned; and future activity
 - 1.2.1. **Deliverable:**
 - Final comprehensive and accurate Section 319(h) Grant Report
 - 1.3. **Task:** Baldwin County will perform accounting functions for project funds and will submit appropriate reimbursement forms to ADEM at least quarterly but no more than monthly. Invoices should reflect work done during that processing period and deliverables received. The final invoice will be submitted to ADEM within sixty (60) days of the cooperative agreement end date.
 - 1.3.1. **Deliverable:**
 - Invoices
 - Back-up documentation to support invoices

Alabama Workplan for Section 319 NPS Watershed Project

1.4. Task: Provide at least one (1) descriptive project news release to mass media news outlets (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the watershed area.

1.4.1. Deliverable:

- Copy of each news release

Measure of Success: Accurate and timely reports, invoices, and news releases will be submitted that meet the requirements of the Cooperative Agreement and Scope of Services. The news coverage will help to promote the project, its partners, awareness of ways to get involved and improve water quality within local watersheds, and knowledge of NPS pollution. The reports and invoices will help document progress according to Project Milestone Schedule, BMP, and load reduction information.

STAKEHOLDER INVOLVEMENT

2. Objective: Provide a platform for stakeholders and partners to learn about, participate in, and leverage resources for improving water quality within the Magnolia River Watershed.

2.1. Task: Baldwin County will help facilitate/partner on at least two (2) public/private sector stakeholder/steering committee meetings during the life of this project to identify project needs, promote the project, seek continued input/partnering, increase stakeholder knowledge, and leverage additional funds and resources.

2.1.1. Deliverable:

- Agendas
- Sign-In Sheets
- Hand-Outs
- Meeting Minutes
- List of Action Items from the Meeting
- Pictures
- Surveys

Measure of Success: Engaging stakeholders through meetings to identify project needs, promote the initiative, gather ongoing input, and build partnerships directly supporting project success. These activities ensure the project aligns with community priorities, increases awareness and buy-in, and strengthens collaboration. They also enhance stakeholder knowledge and capacity, which supports long-term sustainability. Additionally, leveraging these relationships can attract further funding and resources. Success will be measured through stakeholder participation, partnerships formed, knowledge gained, and resources leveraged.

2.2. Task: Provide at least one (1) type of flyers or other materials to educate attendees about the project, types and functions of BMPs, and how/why their behaviors and actions affect watershed/water quality protection and stewardship.

2.2.1. Deliverable: Educational material created as part of the project.

Alabama Workplan for Section 319 NPS Watershed Project

Measure of Success: The measure of success will be distribution of materials to all meeting attendees. Since people learn in different ways, this is an effort to reach out to stakeholders with various learning styles (visual, verbal, etc.) and promote stakeholder interest/ engagement in the project.

BEST MANAGEMENT PRACTICES IMPLEMENTATION

3. Objective: Implement NPS BMPs that are technically sound, environmentally protective, and economically sensible to protect and improve water quality using a watershed conservation and restoration approach. These BMPs will help remediate the effects of stormwater pollution and improve the water quality in Magnolia River.

3.1. Task: Design BMPs to mitigate Clean Water Act (CWA) Section 319 (h) NPS program priority pollutants (e.g., nitrogen, phosphorus, and sediment) or applicable pollutants of concern identified on CWA Section 303(d) lists of impaired waters (i.e., siltation), and work with stakeholders to obtain access agreements, apply for and receive applicable permit(s), design bmp sites, and bid project.

3.1.1. Deliverable:

- Design Plans
- Pre-BMP Photographs
- Applicable local, state, and/or federal permit(s) that are required
- Construction Timeline

3.2. Task: Installation of Low Impact Development such as road and conveyance stabilization with pervious materials, removal of invasive species, permeable concrete, bioretention, earthen berm, native plantings, etc.

3.2.1. Deliverable:

- Progress Notes about the Project
- Inspection Reports
- Photo Documentation of Best Management Practices
- List of BMPs with their latitude and longitudes

3.3. Task: Complete the Inspection and Substantial Completion of Construction with photographs and signoff by the engineer of record for the project.

3.3.1. Deliverable:

- Final Inspection with Pictures and Comments
- Substantial Completion of Project Certification Form
- Final BMP Implementation Photographs

Measure of Success: Communication from the beginning design/coordination phase to the construction phase and the post construction maintenance requirements. Certification that the project is 100% stable and complete. Completed information about the BMPs implemented with exact locations of the BMPs.

Alabama Workplan for Section 319 NPS Watershed Project

LOAD REDUCTION CALCULATIONS

4. Objective: Estimate achieved load reductions using Region V, PLET, or other acceptable model.

4.1. Task: Utilize load reduction model outputs for sediment, phosphorus, and nitrogen upon each BMP implementation.

4.1.1. Deliverable:

- Load Reduction Estimates (including pictures and latitude/longitudes) submitted to ADEM NPS project manager in the semi-annual report

Measure of Success: Modeled outputs showing sediment, phosphorus, and nitrogen load reductions that align with the project's goals.

EDUCATION AND OUTREACH

5. OBJECTIVE: Ensure that the implemented BMPs are maintained in a way that ensures they operate correctly and are in good shape for the life of the practice to help improve water quality and watershed health.

5.1 TASK: Hold a workshop for workers who will be responsible for completing maintenance on the bioretention, road and right of way.

5.1.1 Deliverable:

- Sign in sheet of people attending workshop
- Pictures of Workshop
- Summary of Workshop and any educational material handed out

Measure of Success: The BMPs will be properly maintained on a regular schedule, and they will operate properly for the life of the BMP. Standards of Operation will be set to ensure that all workers understand not only the maintenance schedule but how to properly maintain the BMPs that have been implemented.

Alabama Workplan for Section 319 NPS Watershed Project

Section 9 PROJECT MILESTONE SCHEDULE

Check the Quarter(s) applicable to when each objective will occur. Some objectives will occur in multiple months.

#	Month 1 <hr style="width: 100%;"/>	Month 2 <hr style="width: 100%;"/>	Month 3 <hr style="width: 100%;"/>	Month 4 <hr style="width: 100%;"/>				
1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

Alabama Workplan for Section 319 NPS Watershed Project

Section 10 FUNDING REQUESTED (see attached budget)

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT - MATCH COMPONENT				
	Caterpillar 340 Excavator	HR	200	\$ 183.84	\$ 36,768.00
	John Deere 672G	HR	200	\$ 231.47	\$ 46,294.00
	2023 Caterpillar 308 Excavator	HR	100	\$ 95.01	\$ 9,501.00
	2021 Caterpillar CS56B Roller	HR	80	\$ 124.72	\$ 9,977.60
	Mack Tri Axel Dumptrucks (x4)	HR	800	\$ 147.99	\$ 118,392.00
	Mack Tractor Truck	HR	20	\$ 91.10	\$ 1,822.00
	Ford F-550	HR	80	\$ 49.04	\$ 3,923.20
	Ford F-150	MILE	6500	\$ 0.70	\$ 4,550.00
	Caterpillar D4 Dozer	HR	100	\$ 86.70	\$ 8,670.00
	Caterpillar 299D3 Skidsteer	HR	100	\$ 62.38	\$ 6,238.00
	TOTAL				\$ 246,135.80
2	LABOR - MATCH COMPONENT				
	Man Hours	HR	2900	\$30.00	\$ 87,000.00
	TOTAL				\$ 87,000.00
3	MATERIAL - FEDERAL COMPONENT				
	825 B BASE	TONS	5200	\$ 52.00	\$ 270,400.00
	#57 STONE	TONS	1250	\$ 56.00	\$ 70,000.00
	PLANTS	LOT	1	\$ 8,000.00	\$ 8,000.00
	SEED & MULCH	LOT	1	\$ 3,500.00	\$ 3,500.00
	FILTER FABRIC	SY	1500	\$ 1.54	\$ 2,310.00
	CLASS-II RIP RAP	TONS	750	\$ 65.00	\$ 48,750.00
	GABION STONE	TONS	500	\$ 60.00	\$ 30,000.00
	BASE	YDS	4500	\$ 1.50	\$ 6,750.00
	TOTAL - FEDERAL COMPONENT				\$ 439,710.00
	TOTAL MATCH COMPONENT				\$333,136.00
	Total cost Estimate				\$ 772,845.80

*****Important Notes**

Non-Federal match must be a minimum of 40% of the total project budget.

Management Measures implemented should be a minimum 70% of federal funding request.

A federally approved rate documentation is required for fringe and indirect.

Design and permitting costs are not eligible for grant funds.

Volunteer Time: The rate of volunteer time is based on the current (2025) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/

Mileage: The mileage rate is based on the current State mileage rate, which can be found at <https://comptroller.alabama.gov/mileage-rates/>.

EQIP: Cost-share rate is based on the current NRCS EQIP rate and must be updated each year as new numbers become available and supporting rates must be provided.

Alabama Workplan for Section 319 NPS Watershed Project

Section 11 **FUNDING REQUESTED – ITEMIZED EXPENSES**
Describe items, services, or expenses associated with each line item.

MATERIAL						
825 B BASE	TONS	5200	\$	52.00	\$	270,400.00
#57 STONE	TONS	1250	\$	56.00	\$	70,000.00
PLANTS	LOT	1	\$	8,000.00	\$	8,000.00
SEED & MULCH	LOT	1	\$	3,500.00	\$	3,500.00
FILTER FABRIC	SY	1500	\$	1.54	\$	2,310.00
CLASS-II RIP RAP	TONS	750	\$	65.00	\$	48,750.00
GABION STONE	TONS	500	\$	60.00	\$	30,000.00
BASE	YDS	4500	\$	1.50	\$	6,750.00
TOTAL					\$	439,710.00

Sources of Match:

EQUIPMENT						
Caterpillar 340 Excavator	HR	200	\$	183.84	\$	36,768.00
John Deere 672G	HR	200	\$	231.47	\$	46,294.00
2023 Caterpillar 308 Excavator	HR	100	\$	95.01	\$	9,501.00
2021 Caterpillar CS56B Roller	HR	80	\$	124.72	\$	9,977.60
Mack Tri Axel Dumptrucks (x4)	HR	800	\$	147.99	\$	118,392.00
Mack Tractor Truck	HR	20	\$	91.10	\$	1,822.00
Ford F-550	HR	80	\$	49.04	\$	3,923.20
Ford F-150	MILE	6500	\$	0.70	\$	4,550.00
Caterpillar D4 Dozer	HR	100	\$	86.70	\$	8,670.00
Caterpillar 299D3 Skidsteer	HR	100	\$	62.38	\$	6,238.00
TOTAL					\$	246,135.80

Alabama Workplan for Section 319 NPS Watershed Project

LABOR					
Man Hours	HR	2900	\$30.00	\$	87,000.00
TOTAL				\$	87,000.00

Total Rounded Match: \$333,136.00

Alabama Workplan for Section 319 NPS Watershed Project

Section 12 Management Measures							
<i>Best Management Practice (BMP) Description</i>	<i>Cost Per Unit</i>	<i>Total Units Installed</i>	<i>Units</i>	<i>Total Cost</i>	<i>Federal</i>	<i>Non-Federal</i>	<i>Primary Pollutant</i>
Bioswales	\$14,932/Swale	3	Individual Units	\$44,497.50	\$44,497.350		Nutrients, Sediment, Stormwater Volume and Velocity
Check Dams	\$ 4062.50	9	Individual Units	\$36,562.50	\$ 36,562.50		Sediment, Stormwater Volume and Velocity
Gravel Road Stabilization	\$231,433.33 /mile	1.5	Miles	\$347,150.00	\$347,150.00		Sediment, Stormwater Volume and Velocity
Native Vegetation/Seed & Mulch				\$11,500.00	\$11,500.00		Nutrients, Sediment, Stormwater Volume and Velocity
Total =				\$439,710	\$439,710		

Map Attached: Yes

Alabama Workplan for Section 319 NPS Watershed Project

Section 13 PUBLIC INFORMATION AND EDUCATION

Public education and information are an important part of any project. Education efforts can help alter human behavior in a way that supports the protection and improvement of water quality in rivers and streams.

Educational efforts on this grant are tailored to Public Works staff for maintenance of implemented BMPs to ensure successful implementation and longevity of practices to improve water quality and watershed health.

Section 14 ATTACHMENTS

List (Please Describe)

- Budget
- Map
- Watershed Management Plan and Checklist

Section 15 PROJECT AUTHORIZATION

I authorize that to the best of my knowledge the contents of this application are true and accurate. I understand that, if funded, the contents of this application will be used to draft a grant agreement between the Alabama Department of Environmental Management and the Sponsoring Organization as a mechanism for executing the grant project.

Signature of Sponsoring Organization's Authorized Representative

Date (Month, Day, Year)

Typed Name:

Title:

Email Address:



Clean Water Act Section 319(h)
Nonpoint Source Program
Watershed Project Workplan

Baldwin County Highway Department Estimate Sheet

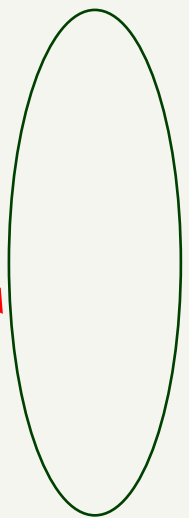
DATE	6/18/2026	Area:	300
REQUESTED BY:	TUCKER STUART	SPONSORED BY:	
LOCATION	NORRIS LN - FROM LAURENT RD. TO COUNTY RD. 12		
	HARTUNG RD - FROM NORRIS LN TO GRANTHAM RD		
	GRANTHAM RD - FROM LAURENT RD TO HARTUNG RD		
Scope of Work:	GRAVEL ROAD, DITCHING, CHECK DAMS & BIO SWALES		

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT				
	Caterpillar 340 Excavator	HR	200	\$ 183.84	\$ 36,768.00
	John Deere 672G	HR	200	\$ 231.47	\$ 46,294.00
	2023 Caterpillar 308 Excavator	HR	100	\$ 95.01	\$ 9,501.00
	2021 Caterpillar CS56B Roller	HR	80	\$ 124.72	\$ 9,977.60
	Mack Tri Axel Dumptrucks (x4)	HR	800	\$ 147.99	\$ 118,392.00
	Mack Tractor Truck	HR	20	\$ 91.10	\$ 1,822.00
	Ford F-550	HR	80	\$ 49.04	\$ 3,923.20
	Ford F-150	MILE	6500	\$ 0.70	\$ 4,550.00
	Caterpillar D4 Dozer	HR	100	\$ 86.70	\$ 8,670.00
	Caterpillar 299D3 Skidsteer	HR	100	\$ 62.38	\$ 6,238.00
	TOTAL				\$ 246,135.80
2	LABOR				
	Man Hours	HR	2900	\$30.00	\$ 87,000.00
	TOTAL				\$ 87,000.00
3	MATERIAL				
	825 B BASE	TONS	5200	\$ 52.00	\$ 270,400.00
	#57 STONE	TONS	1250	\$ 56.00	\$ 70,000.00
	PLANTS	LOT	1	\$ 8,000.00	\$ 8,000.00
	SEED & MULCH	LOT	1	\$ 3,500.00	\$ 3,500.00
	FILTER FABRIC	SY	1500	\$ 1.54	\$ 2,310.00
	CLASS-II RIP RAP	TONS	750	\$ 65.00	\$ 48,750.00
	GABION STONE	TONS	500	\$ 60.00	\$ 30,000.00
	BASE	YDS	4500	\$ 1.50	\$ 6,750.00
	TOTAL				\$ 439,710.00
Total cost Estimate					\$ 772,845.80

Legend

- Unpaved
- Pipe Culvert
- Pipe Culvert
- Drainage Structures 3D
- Local

150' x 50'
VEGETATION
PLANTING ZONE



52
27"x44" Reinforced Concrete
Invert 47.99'

51
27"x44" Reinforced Concrete
Invert 47.23'

100'-0" 100'-0"



40'-0"

PROPOSED ROCK DITCH
CHECK DAM (TYP)

PROPOSED FINE
GRAVEL TREATMENT
ZONE (TYP)

85'-0"



54" Galvanized Corrugated Steel
Invert 46.07'

58
54" Galvanized Corrugated Steel
Invert 44.13'

55

54" Galvanized Corrugated Steel
Invert 45.94'

57
54" Galvanized Corrugated Steel
Invert 44.35'

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



**Baldwin County Highway Department
Hartung Road and Norris Lane | Foley, AL**

