

**THE UNIVERSITY OF SOUTH FLORIDA**

**SPONSORED RESEARCH PURCHASE EXEMPTION  
FROM GENERAL ACCOUNTING AND PURCHASING PROCEDURES**

Under the provision of Section 1004.22, Florida Statutes, the exemption of the following purchase is recommended.

DESCRIPTION: Department of Planning and Natural Resources  
Subagreement #2500-1910-00-B

PURPOSE: To perform the services as described in the project funded by the  
National Oceanic and Atmospheric Administration

JUSTIFICATION: The services to be provided by the Department of Planning and Natural Resources were approved by the National Oceanic and Atmospheric Administration. Due to time constraints, because it is more expeditious and efficient to the accomplishment of the project, and because funding to USF was contingent upon all parties participating and the expertise they house, this exception is granted.

DocuSigned by:

*Stephanie Rios*

7/29/2024 | 11:25

Stephanie Rios

Director

Sponsored Research

## FDP Cost Reimbursement Subaward

<b>Federal Awarding Agency:</b> Other [Type in Agency]		National Oceanic and Atmospheric Administration
<b>Pass-Through Entity (PTE):</b>		<b>Subrecipient:</b>
The University of South Florida Board of Trustees		Department of Planning and Natural Resources
PTE PI: Brian Barnes	Sub PI: Sennai Habtes	
PTE Federal Award No: NA23NOS4780291	Subaward No: 2500-1910-00-B	
Project Title: Developing an operational Sargassum HAB monitoring and forecasting system for the southeastern US and US Caribbean water		
<b>Subaward Budget Period:</b>		Amount Funded This Action (USD): \$ 69,551.00
Start: 09/01/2023	End: 08/31/2024	
<b>Estimated Period of Performance:</b>		Incrementally Estimated Total (USD): \$
Start:	End:	

### 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(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Authorized Official Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachment 3A, not later than 45 days after the final Budget Period end 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 Authorized Official 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 Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
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 notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. 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:	
<i>Stephanie Rios</i>		<i>Apryl A. Henry</i>	
982883515835481		17:20 EDT	
Name: Stephanie Rios	Date: 7/26/2024	Name: Apryl A. Henry	Date: 7.23.24
Title: Director, Sponsored Research		Title: Director Business Administration	

*Brian Barnes*

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## Attachment 1

### Certifications and Assurances

Subaward Number:

2500-1910-00-B

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

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

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

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

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

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

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**Audit and Access to Records**

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

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

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

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

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**Use of Name**

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

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

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

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
**2500-1910-00-B**

**Required Data Elements**

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

Awarding Agency Institute (If Applicable)

[Empty Box]

Federal Award Issue Date	FAIN	Assistance Listing No.
10/31/23		11.478

Assistance Listing Program Title (ALPT)

Center for Sponsored Coastal Ocean Research - Coastal Ocean Program

Key Personnel Per NOA

[Empty Box]

**This Subaward Is:**

- Research & Development
- Subject to FFATA

**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:

<https://www.noaa.gov/office-education/elp/grants>

2. 2 CFR 200

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:

<https://www.noaa.gov/office-education/elp/grants>

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.noaa.gov/office-education/elp/grants> 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 **Administrative** 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 (defined as listed on the NOA).

5. Treatment of program income: **Additive**

**Special Terms and Conditions:**

**Data Sharing and Access:**

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

**No additional requirements**

**Data Rights:**

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

**Copyrights:**

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

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

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

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

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: **National Oceanic and Atmospheric Administration**

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

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

No Human or Vertebrate Animals

This section left intentionally blank.

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**Human Subjects Data** (Select One)

This section left intentionally blank

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This section left intentionally blank

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**Additional Terms**

Pass-through entity and Subrecipient agree to adhere to the Appendix II Part 200 of 2 CFR, Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards, if applicable and Subrecipient meets the definition of "Contractor" as defined by 2 CFR § 200.1. The relevant provisions are attached after this subagreement and prior to the Notice of Award.

Bills for fees and other compensation for services or expenses shall be submitted in detail and include adequate support sufficient for a proper pre-audit and post-audit thereof.

## ATTACHMENT 2A

### State of Florida Requirements

The Subrecipient is notified that PTE is a public university of the State of Florida and is subject to the laws and regulations set forth below. As such, PTE notifies Subrecipient of the following:

1. **PAYMENT.** PTE will make payment in accordance with PTE's Regulation 2202 entitled "Prompt Payment." Upon receipt of goods or services, PTE has five (5) business days to inspect and approve the goods or services, unless Subaward specifies a greater period of time. If PTE does not issue payment within 40 days of receipt of a proper invoice, PTE will pay to Subrecipient, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Subrecipients experiencing payment problems may contact the Office of Sponsored Research at [rsch-awards@usf.edu](mailto:rsch-awards@usf.edu).
2. **CONTRACT CANCELLATION.** PTE may cancel this Subaward for Subrecipient's refusal to allow public access to all documents, papers, letters, or other material to which PTE is subject pursuant to the provisions of Chapter 119 and Fla. Stat. Section 1004.22(2) and made or received by the Subrecipient in conjunction with this Subaward. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE GENERAL COUNSEL (813) 974-2131, BY EMAIL AT [usfpr@usf.edu](mailto:usfpr@usf.edu), OR BY MAIL at 4202 E. Fowler Avenue, CGS 301, Tampa, FL 33620-4301.**
3. **TRAVEL.** If the Subrecipient is a State of Florida entity that is subject to Florida Statutes 112.061, Subrecipient shall incur travel expenses in accordance with that statute. If the Subrecipient is not a State of Florida entity that is subject to Florida Statutes 112.061, then Subrecipient shall incur travel expenses in accordance with the provisions of the applicable prime award or grant and the travel allowances established by the Subrecipient.
4. If this Subaward is for the purchase of commodities and/or services for a period in excess of one fiscal year, the following statement applies: "The PTE's performance and obligation to pay under this subaward is contingent upon an annual appropriation by the Legislature." As a State of Florida public university that receives annual appropriation for its operation from the Florida legislature, PTE is required to include this statement notwithstanding that the funding for the project which is the subject of this Agreement may be provided from a source other than the Florida legislature.
5. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Subrecipient list.

6. E-Verify. Subrecipient certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during the term of this Agreement. If Subrecipient enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Subrecipient shall likewise require the subcontractor to comply with the requirements of this section, and the subcontractor shall provide to Subrecipient an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Subrecipient shall maintain a copy of such affidavit for the duration of this Agreement. This Section serves as notice to Subrecipient regarding the requirements set forth herein and of PTE's obligation to terminate the Agreement if it has a good faith belief that Subrecipient has knowingly violated the requirements set forth herein. PTE reserves the right to order the immediate termination of any contract between Subrecipient and a subcontractor performing work on its behalf should PTE develop a good faith belief that the subcontractor has knowingly violated the requirements herein.

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

Subaward Number:  
2500-1910-00-B

**PTE Information**

Entity Name:

Legal Address:

Website:

**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:  Telephone Number:

Administrative Contact Name:

Email:  Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:  Telephone Number:

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

Authorized Official Name:

Email:  Telephone Number:

**PI Address:**

140 7th Avenue South  
St. Petersburg, FL 33701

**Administrative Address:**

3702 Spectrum Blvd.  
Suite 165  
Tampa, FL 33612-9445

**Invoice Address:**

140 7th Avenue South  
St. Petersburg, FL 33701



# Attachment 3B

## Subrecipient Contacts

Subaward Number:  
2500-1910-00-B

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

Entity's UEI Name: Department of Planning and Natural Resources

EIN No.: 660431678 Institution Type: State Government

UEI: HL69VAU9CAV3 Currently registered in SAM.gov:  Yes  No

Exempt from reporting executive compensation:  Yes  No (if no, complete 3Bpg2)

Parent UEI:  This section for U.S. Entities: Zip Code [Look-up](#)

Place of Performance Address Congressional District:  Zip Code+4: 00802-1423

6747 Estate Nadir  
#27  
St. Thomas, VI 00802-1423

### Subrecipient Contacts

Central Email:

Website: <https://dprn.vi.gov/>

Principal Investigator Name: Sennai Habtes

Email: sennai.habtes@dprn.vi.gov Telephone Number: (340) 775-6762 ext. 5201

Administrative Contact Name: Nicole Angeli

Email: nicole.angeli@dprn.vi.gov Telephone Number: (340) 773-1082

Financial Contact Name: Leah Prince

Email: leah.prince@dprn.vi.gov Telephone Number: (340) 773-1082 ext. 2222

Invoice Email:

Authorized Official Name: Apryl A. Henry

Email: apryl.henry@dprn.vi.gov Telephone Number: (340) 774-3320 ext. 5116

### Legal Address:

4611 Tutu Park Mall  
Suite 300, 2nd Floor  
St. Thomas, VI 00802-1837

### Administrative Address:

Division of Fish & Wildlife  
45 Estate Mars Hill Frederiksted  
St. Croix, VI 00840

### Payment Address:

Division of Business Administration  
4611 Tutu Park Mall  
Suite 300, 2nd Floor  
St. Thomas, VI 00802-1837

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

Subaward Number:  
2500-1910-00-B

**Subrecipient:**

Institution Name: Department of Planning and Natural Resources

PI Name: Sennai Habtes

**Highest Compensated Officers**

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

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

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

Subaward Number:

2500-1910-00-B

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

**Technical Reports:**

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

**Prior Approvals:**

Carryover:

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's  within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's  within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

2500-1910-00-B

**Statement of Work**

Below  Attached,  pages

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

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input type="text"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/>	<b>Cost Sharing</b> <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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**Budget Details**  Below  Attached,  pages

**Budget Totals**

Direct Costs	\$ <input type="text" value="69,511.00"/>
Indirect Costs	\$ <input type="text" value="0.00"/>
<b>Total Costs</b>	<b>\$ <input type="text" value="69,551.00"/></b>

*All amounts are in United States Dollars*

**NOAA – NA23NOS4780291**

**Sargassum HAB Monitoring and Forecasting for SE US and Caribbean**

**University of South Florida (USF)**

**USF PI: Brian Barnes**

## **SCOPE OF WORK**

Virgin Islands Department of Planning and Natural Resources (VI DPNR)

Division of Fish and Wildlife

PI: Sennai Habtes

**The subrecipient (VI DPNR) agrees to serve as a co-principal investigator and support the research conducted for the project entitled “*Developing an operational Sargassum HAB monitoring and forecasting system for the southeastern US and US Caribbean waters,*” funded under NOAA award no. NA23NOS4780291 to the lead institution (USF). The subrecipient agrees to assist the lead institution, with administrative support, field research and data analysis to collect and georeferenced UAV-based images of nearshore sargassum patches, and outreach activities to foster linkages to management in the USVI through performance of the scope of work outlined below, which may be modified as agreed upon by the subrecipient and the lead institution.**

The purpose of the “*Developing and operational and Sargassum HAB monitoring and forecasting system for the southeastern US and US Caribbean waters*” project is to effectuate *Sargassum* Harmful Algal Bloom (*Sargassum* HAB) mitigation through (1) improving existing *Sargassum* detection and forecasting technologies, (2) better understanding of the associated impacts of *Sargassum* HAB inundation and beaching, (3) autonomous delivery of timely, accurate information on current conditions and forecasts, and (4) engagement and collaboration with end-users to ensure transition of the project outputs to management action. The focus of the project will be to develop an improved system to track and map daily sargassum distribution at coarse to fine spatial resolutions in the southeastern US and US Caribbean, autonomously integrated across multiple distribution platforms, and to engage end-users of the mapping and tracking products to ensure incorporation into routine sargassum monitoring and mitigation.

VI DPNR will support the research under this project through: Administrative support; field research to collect in situ sargassum distribution and biomass data; and outreach and stakeholder engagement. Work associated with this SOW will be conducted between the 2024 and 2028 calendar years.

### **Administrative Support:**

DPNR will coordinate and manage all administrative work associated with data management and reporting within the US Virgin Islands (USVI). This includes assisting, planning, and attending

annual project management and Management Transition Advisory Group (MTAG) meetings, development and submission of all necessary permits for in situ data collection, administration and coordination of all VI DPNR staff engaged on research for this project, data management, coordination and dissemination to other research members of in situ collected environmental data and UAV-obtained imagery of sargassum and other field sampling and ground truth efforts for product development, and organize and manage outreach and stakeholder engagement with all relevant agencies and public groups within the USVI.

**Field Research:**

VI DPNR will conduct field sampling within the USVI in support of validation and quantification of *Sargassum* HAB impacts towards developing improved identification and forecasting capabilities. Specifically, VI DPNR will focus on fully characterizing the sub-pixel detection limit of *Sargassum* within a pixel, a specific AFAI value for the upper limit of *Sargassum* coverage within a pixel for the SuperDove sensors. VI DPNR will conduct annual field surveys to collect imagery of *Sargassum* patches as they move inshore using unmanned aerial vehicles (UAV) and gps collected ground control points to characterize size and distribution of *Sargassum* patches. Additionally, VI DPNR will collect in situ data to characterize water quality, and use transects and net collection of sargassum towards estimation of area occupied and sargassum biomass. All in situ data will be collected on paper datasheets and scanned and archived and transferred into Microsoft excel spreadsheets containing metadata related to the dataset. All photograph and video data will be stored as .JPEG, .MOV, or .MP4 formats. DPNR will coordinate along with Co-PI's Brewton and Morrell a consultation with the NCCOS Scientific Data Coordinator to determine data formatting and management requirements and will coordinate regularly with all members of the research team to ensure all data meets those requirements and to develop a data management, QA/QC, sharing and archiving plans for all data collected by VI DPNR.

**Outreach and stakeholder engagement:**

VI DPNR will further support efforts to disseminate and increase use of SHAPES through existing outreach and education programs, including the Reef Responsible program (@reefresponsiblevi; @Reef Responsible VI). These efforts, completed in collaboration with associated vendors, will focus on developing media and print documentation, including training materials to help public stakeholders use and understand the tools developed in the project, and providing technical guidance to other management agencies in how to use the tools provided to enhance *Sargassum* management and mitigation plans. VI DPNR staff will attend in-person meetings that bring together management agencies for the region (e.g., Caribbean Fisheries Management Council Meetings) to share information and outcomes from this project for use by management agencies in the region. VI DPNR staff will further coordinate dissemination and training of other divisions with the Government of the Virgin Islands that have management responsibilities related to *Sargassum* in the territory. Finally, VI DPNR will coordinate with all other entities conducting *Sargassum* research in the territory, as they are required to submit research permits through VI DPNR. In addition, the Director of VI DPNR – Division of Fish and Wildlife, Dr. Nicole Angeli will serve as the Chair for the MTAG.

**Products**

VI DPNR will provide USF, digital copies of all sampling protocols and data collected during field surveys. This will include scans of original data sheets, electronic spreadsheets, and digital image or video data associated with surveys. Additionally, copies of all outreach and education materials developed including training materials, infographics, and social media posts will be provided to USF and all project partners as developed. All materials and supplies and capital equipment purchased under this subaward will remain the property of VI DPNR.

**Availability of Data and Reporting of Progress**

VI DPNR will make all data collected under this SOW available USF by the end of the award period, or upon request at any time. UVI VI DPNR will contribute to annual award and final progress reports, by providing written updates to lead PI-Barnes.

**SUBAWARD CONTACTS:**

DEPARTMENT OF PLANNING AND NATURAL RESOURCES (DPNR)

**Principal Investigator:**

Sennai Habtes, Ph.D.  
Bureau Chief, Fisheries  
Department of Planning and Natural Resources  
Division of Fish and Wildlife  
6747 Estate Nadir #27  
St. Thomas, USVI 00802  
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**NOAA – NA23NOS4780291**

***VI Department of Planning and Natural Resources***

***SUBAWARD Budget and Budget Justification***

**TOTALS**

Overall, the Department of Planning and Natural Resources subaward total is \$353,055

	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>	<b>Y4</b>	<b>Y5</b>	<b>Total</b>
<b>a. Personnel</b>	\$45,959.54	\$45,960	\$45,960	\$45,960	\$45,960	\$229,798
<b>b. Fringe Benefits</b>	\$17,191.62	\$17,191.62	\$17,192	\$17,192	\$17,192	\$85,958
<b>c. Travel</b>	\$3,300	\$5,700	\$3,300	\$5,700	\$6,450	\$24,450
<b>d. Equipment</b>	\$4,800	-	-	-	-	\$4,800
<b>e. Supplies</b>	\$450	\$700	\$300	\$300	\$300	\$2,050
<b>f. Contractual</b>	-	-	\$5,000	\$500	\$500	\$6,000
<b>g. Construction</b>	-	-	-	-	-	-
<b>h. Other</b>	-	-	-	-	-	-
<b>i. Total Direct</b>	\$71,701	\$69,551	\$71,751	\$69,651	\$70,401	\$353,056
<b>j. Indirect Charges</b>	-	-	-	-	-	-
<b>k. TOTALS</b>	\$71,701	\$69,551	\$71,751	\$69,651	\$70,401	\$353,056

(\$71,701 in Y1, \$69,551 in Y2, \$71,751 in Y3, \$69,651 in Y4, and \$70,401 in Y5).

**PERSONNEL**

**Co-PI – Sennai Habtes** will provide overall project management at DPNR and guidance on field sampling and ground-truth efforts for product development in the USVI and supervise all DFW biologists and maintenance staff. This position relates to all program objectives. Sennai Habtes will provide 100 hours/year effort based on a 12-month appointment annual base salary = \$97,800 (\$47.02 hourly rate) for \$4,702/year in Y1-Y5 (total of \$23,510 in 5 years).

**Fish Biologist III – TBD** will coordinate all field sampling and research, and directly liaise with other agencies and stakeholders in the territory to develop management objects for product use in the territory. This position relates to all program objectives. The Fish Biologist III will provide 850 hours/year effort based on a 12-month appointment annual base salary = \$81,661 (\$39.26 hourly rate) for \$33,372/year in Y1-Y5 (total of \$166,855 in 5 years).

**Fish Biologist I – Danielle Olive** will provide field sampling and product ground truthing support. This position relates to all program objectives. Danielle Olive will provide 50 hours/year effort based on a 12-month appointment annual base salary = \$63,800 (\$30.67 hourly rate) for \$1,534/year in Y1-Y5 (total of \$7,668 in 5 years).

**Fish & Wildlife Maintenance Specialist – Raymond Petersen** will provide vessel management and captain services for all field sampling and ground-truth efforts. This position relates to all program objectives. Raymond Petersen will provide 50 hours/year effort based on a 12-month appointment annual base salary = \$70,300 (\$33.80 hourly rate) for \$1,690/year in Y1-Y5 (total of \$8,450 in 5 years).



**Federal Grants Manager – Leah Prince** will provide federal financial and reporting support. This position relates to all program objectives. Leah Prince will provide 40 hours/year effort based on a 12-month appointment annual base salary = \$77,300 (\$37.16 hourly rate) for \$1,487/year in Y1-Y5 (total of \$7,433 in 5 years).

**Financial Manager – Joann Cooper** will provide financial administrative and audit coordination support. This position relates to all program objectives. Joann Cooper will provide 20 hours/year effort based on a 12-month appointment annual base salary = \$77,300 (\$37.16 hourly rate) for \$743/year in Y1-Y5 (total of \$3,716 in 5 years).

**Financial Analyst – Avril Barthlett** will provide financial administrative and audit coordination support. This position relates to all program objectives. Avril Barthlett will provide 20 hours/year effort based on a 12-month appointment annual base salary = \$77,300 (\$37.16 hourly rate) for \$743/year in Y1-Y5 (total of \$3,716 in 5 years).

**Office Manager – Charleen Isaac** will provide supply, equipment, and travel logistical and administrative support. This position relates to all program objectives. Charleen Isaac will provide 50 hours/year effort based on a 12-month appointment annual base salary = \$70,300 (\$33.80 hourly rate) for \$1,690/year in Y1-Y5 (total of \$8,450 in 5 years).

*FRINGE BENEFITS*

Fringe benefits is comprised of a 7.65% calculation for FICA and a 23.5% calculation for retirement on salary, plus \$444.79 for workman’s compensation. Health Insurance, annually, is \$8,115.60 (Co-PI Habtes, the Fish Biologist III, R Petersen, and J Cooper), \$14,303.76 (A Barthlett, L Prince, C Isaac), or \$21.84 (D Olive) annually.

	Y1	Y2	Y3	Y4	Y5	Total
<b>S. Habtes</b>	\$1,505.63	\$1,505.63	\$1,505.63	\$1,505.63	\$1,505.63	\$7,528.15
<b>Fish Biologist III</b>	\$12,293.31	\$12,293.31	\$12,293.31	\$12,293.31	\$12,293.31	\$61,466.55
<b>D Olive</b>	\$488.95	\$488.95	\$488.95	\$488.95	\$488.95	\$2,444.75
<b>R Petersen</b>	\$702.24	\$702.24	\$702.24	\$702.24	\$702.24	\$3,511.20
<b>L Prince</b>	\$691.10	\$691.10	\$691.10	\$691.10	\$691.10	\$3,455.50
<b>J Cooper</b>	\$286.05	\$286.05	\$286.05	\$286.05	\$286.05	\$1,430.25
<b>A Barthlett</b>	\$373.34	\$373.34	\$373.34	\$373.34	\$373.34	\$1,866.70
<b>C Isaac</b>	\$851.00	\$851.00	\$851.00	\$851.00	\$851.00	\$4,255.00
<b>Total</b>	\$17,191.62	\$17,191.62	\$17,191.62	\$17,191.62	\$17,191.62	\$85,958.10

*TRAVEL*

A total of \$24,450 is requested for domestic travel over five years, as broken down below.

Travel and per diem support is requested for three DFW staff members to participate in three days of sampling and product development ground-truthing on St. Croix (STX), annually. Costs include lodging (\$150 x 3 days x 3 people), per diem (\$75 x 2 days x 3 people), and vessel fuel (\$300 x 3 days). Vessel fuel support is requested for three days of field sampling / ground-truthing on St. Thomas / St. John (STT/STJ) annually (\$200 x 3 days).

Travel and per diem support is requested for two persons to participate in project planning and coordination meetings in Y2 and Y4. We estimate each trip to include airfare (\$600 x 2 people),

lodging (\$150/night x 2 days x 2 people), per diem (\$75/day x 2 days x 2 people), and miscellaneous travel costs (\$150 x 2 people).

Trip	When	Number of Travelers	Number of Days	Airfare (per traveler)	Lodging (per traveler per day)	Per Diem (per traveler per day)	Misc Travel	Vessel Fuel (per day)	Total
STT/STJ	Y1	3	3	\$0	\$0	\$0	\$0	\$200	\$600
STX	Y1	3	3	\$0	\$150	\$75*	\$0	\$300	\$2,700
STT/STJ	Y2	3	3	\$0	\$0	\$0	\$0	\$200	\$600
STX	Y2	3	3	\$0	\$150	\$75*	\$0	\$300	\$2,700
Project Meeting	Y2	2	2	\$600	\$150	\$75	\$150	\$0	\$2,400
STT/STJ	Y3	3	3	\$0	\$0	\$0	\$0	\$200	\$600
STX	Y3	3	3	\$0	\$150	\$75*	\$0	\$300	\$2,700
STT/STJ	Y4	3	3	\$0	\$0	\$0	\$0	\$200	\$600
STX	Y4	3	3	\$0	\$150	\$75*	\$0	\$300	\$2,700
Project Meeting	Y4	2	2	\$600	\$150	\$75	\$150	\$0	\$2,400
STT/STJ	Y4	3	3	\$0	\$0	\$0	\$0	\$200	\$600
STX	Y4	3	3	\$0	\$150	\$75*	\$0	\$300	\$2,700
Conference	Y5	2	4	\$600	\$150	\$75*	\$150	\$0	\$3,150
<b>TOTAL</b>									\$24,450

\*Per diem calculated per traveler per day minus 1

Travel and per diem support is requested for two staff members to participate in a professional conference in year 5, such as the ASF annual meeting. We estimate this trip to include airfare (\$600 x 2 people), lodging (\$150/night x 4 days x 2 people), per diem (\$75/day x 3 days x 2 people), and miscellaneous travel costs (\$150 x 2 people).

*EQUIPMENT*

We request a total of \$4,800 to purchase a DJI Mavic unmanned aerial vehicle (\$4,500) and handheld gps (\$300) in Y1 for use in field sampling and product ground truthing. Equipment will be purchased through a Government of the Virgin Islands authorized vendor.

*SUPPLIES*

A total of \$2,050 (\$450 in Y1, \$700 in Y2, and \$300 in Y3-Y5) is requested for the purchase of field sampling and office supplies including pencils and pens (total \$38 over the course of the project), waterproof paper (\$365), field apparel (\$295), storage clipboards (\$98), a 1TB external hard drive (\$50), poster paper roll (\$100), and analysis software. Software includes Adobe Illustrator (\$504), and drone processing software (Total: \$600).

*CONTRACTUAL*

The amount requested (Total: \$6,000) includes \$5,000 in Y3 to contract a media services and communications consulting firm to develop printed public outreach and public service announcements to notify stakeholders about the model outputs. \$500.00 per year in Y4-Y5, will be used to purchase radio and TV air time to share PSA's and for publishing fees for any papers generated, ads, brochures.

*INDIRECT COSTS*

There is currently no federally negotiated rate for indirect costs within the Department of Planning and Natural Resources so no Indirect costs are charged for this award.

## **Attachment 6**

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

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

## **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**Certificate Of Completion**

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Subject: Complete with DocuSign: SUB-AWARD 2500-1910-00-B_sub_waiver.pdf	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
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 University of South Florida  
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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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