

MEMORANDUM AGREEMENT
COLUMBIA COUNTY BOARD OF COMISSIONERS
AND
UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.
FOR
SECTION 319(h) GRANT
BIORETENTION REPAIR AND RETROFIT AT LAKESIDE PARK IN COLUMBIA COUNTY

This Memorandum Agreement ("Agreement") is between the **University of Georgia Research Foundation, Inc.**, a Georgia non-profit corporation with principal offices in Athens, Georgia ("UGARF"), and **Columbia County Board of Commissioners**, organized under the laws of with a principal place of business located at 630 Ronald Reagan Drive, Evans, GA 30809 ("Sponsor"). UGARF and Sponsor each may be referred to individually as a "Party" and/or collectively as the "Parties."

WHEREAS, the Sponsor has received funding from the Georgia Environmental Protection Division (EPD) under Grant No. **[INSERT HERE]**, CFDA **[INSERT]** ("Prime Award");

WHEREAS, UGARF and Sponsor desire to enter into an Agreement whereby Sponsor will fund this research, supporting by funding provided to Sponsor by the Prime Award; and

UGARF and Sponsor desire to enter into an agreement whereby Sponsor will fund research to be performed at the University of Georgia ("UGA"). UGA is governed by the Board of Regents of the University System of Georgia ("Regents"), and Regents have authorized UGARF to contract for research projects that will be subcontracted to, and performed by, UGA. In addition, UGARF is Regents' assignee of certain intellectual property created by UGA employees in the course of their employment.

NOW, THEREFORE, in consideration of the mutual obligations stated herein, and for other value consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Research Project.** UGARF will complete, or have completed, the research project titled *Bioretention Repair and Retrofit at Lakeside Park in Columbia County* and further described in Appendix A ("Project") by subcontracting performance of the Project to UGA. UGARF, through its subcontractor UGA, will use reasonable efforts to perform the Project according to the standards customary among U.S. research universities.
- 2. Principal Investigator.** The "Principal Investigator" is responsible for directing performance of the Project at UGA. Jessica Brown shall be the Principal Investigator. However, if for any reason Jessica Brown becomes unavailable to complete the Project, then with Sponsor's prior approval (which approval Sponsor shall not unreasonably withhold) UGARF may replace Jessica Brown with another qualified researcher who will then serve as Principal Investigator and direct the Project at UGA.
- 3. Cost of Project.** This is a FIXED PRICE agreement whereby UGARF may keep any remaining balance at the end of the project period. Sponsor shall deliver payments to UGARF per the budget and payment schedule identified in Appendix B. UGARF may issue invoices to Sponsor's Financial Contact as shown in Appendix C with reference to PO #, if required and provided in Appendix C, that coincide with the

payment schedule, and in that case Sponsor shall deliver payment to UGARF in the amount of each invoice within thirty (30) days of receipt of the invoice, or by the date identified as the due date on the invoice, whichever is later. Overdue payments will bear interest at the rate of 12% per annum from the date due until paid, and this interest provision survives termination. Financial Reporting is not required unless specified in Appendix A.

4. Term. This Agreement will begin on **[effective date]** ("Effective Date") and will end on the earlier of September 30, 2025, or early termination of this Agreement by mutual agreement of the Parties or pursuant to Section 17 herein ("Term").

5. Confidential Information. "Confidential Information" means all Project Intellectual Property and descriptions thereof shared by one Party (the "Provider") to the other ("the Recipient"), and also means all information embodied in written, electronic, biological, chemical, or any other tangible form, which is disclosed or provided under this Agreement by one Party (the "Provider") to the other Party (the "Recipient") and is marked confidential at time of disclosure. "Confidential Information" also includes all orally disclosed information where Provider declares such information to be confidential at the time of initial disclosure and confirms such declaration by written notice to the Recipient within thirty (30) days of initial disclosure.

5.1. Applicability to Subcontractor. Notwithstanding the foregoing, the Parties acknowledge and agree that UGA, as UGARF's permitted subcontractor hereunder, may be the Provider of Confidential Information to Sponsor and may also be the Recipient of Confidential Information from Sponsor. In any subcontract for the performance of this Agreement from UGARF to UGA, UGARF shall require UGA to adhere to the obligations imposed upon UGARF herein with respect to Sponsor's Confidential Information. Sponsor agrees to protect Confidential Information received from UGA under the terms provided herein for the protection of Confidential Information disclosed to Sponsor by UGARF.

5.2. Limited Exchange. The Parties agree they will only exchange Confidential Information for performance of the Project or otherwise as necessary to perform this Agreement.

5.3. Obligation of Confidentiality and Limited Use. Except to the extent required by law, during the Term and for a period of three (3) years thereafter, the Recipient of Provider's Confidential Information (a) shall not disclose such Confidential Information to any third party without prior written consent of the Provider; and (b) shall only use Provider's Confidential Information as necessary to perform the Project and/or this Agreement.

5.4. Exceptions. The Recipient shall have no obligations under Paragraph 5.3 with respect to any portion of the Provider's Confidential Information that:

- a. is or becomes available to the public by through no fault of the Recipient;
- b. is obtained by the Recipient from a third party who had the legal right to disclose it to the Recipient;
- c. the Recipient already possesses, or independently develops without reference to the Confidential Information provided by Provider, as evidenced by written records; and/or
- d. is required to be disclosed by law.

6. Equipment. Except as may be expressly set out herein, Sponsor shall have no ownership, license, or any other right, title, or interest in or to equipment, supplies, and/or other tangible or intangible

supplies and other materials purchased or developed under this Agreement with funding from Sponsor under this Agreement.

7. Work Product. UGARF owns all data and results generated by UGARF and/or UGA in performance of the Project ("Work Product"); however, Work Product specifically excludes Project Intellectual Property (as defined in Section 8 below). Subject to the provisions of Paragraph 17.4, UGARF hereby grants to Sponsor, for Sponsor's internal use only, a non-exclusive, perpetual license to use and reproduce, but not transfer to third parties or sell, that Work Product delivered to Sponsor under this Agreement.

8. Ownership of Project Intellectual Property. "Project Intellectual Property" means all forms of intellectual property under the laws of any state or country, and all legal rights therein, in and to any inventions, patentable discoveries, and/or software, that are first made or reduced to practice in performance of the Project.

8.1 "Sponsor Intellectual Property" means all Project Intellectual Property that is invented and/or developed solely by one or more employees of Sponsor. All right and title in and to Sponsor Intellectual Property shall be owned by Sponsor and is hereby assigned to Sponsor. Sponsor may, in its sole discretion and at its sole expense, seek legal protection for any Sponsor Intellectual Property.

8.2 "UGARF Intellectual Property" means all Project Intellectual Property that is invented and/or developed solely by one or more employees or students of Regents at UGA. All right and title in and to UGARF Intellectual Property shall be owned solely by UGARF and is hereby assigned to UGARF.

8.3 "Joint Intellectual Property" means all Project Intellectual Property that is invented and/or developed jointly by one or more employees or students of Regents at UGA and by one or more employees of Sponsor. All right and title in and to Joint Intellectual Property shall be owned jointly by UGARF and Sponsor. The Parties shall negotiate an intellectual property management agreement to define their respective rights and obligations with respect to legal protection, payment of expenses, licensing, and enforcement of Joint Intellectual Property.

9. Disclosure of Project Intellectual Property. Each Party shall disclose all Project Intellectual Property promptly to the other Party in writing, but no later than thirty (30) days after the end of the Term. Each Party agrees that it shall not file any patent applications or other forms of intellectual property protection on any Project Intellectual Property without prior notice to the other Party.

10. Option Rights in Project Intellectual Property. UGARF grants to Sponsor an exclusive option to negotiate an exclusive license to UGARF Intellectual Property and/or UGARF's interest in Joint Intellectual Property ("Option Intellectual Property"). Sponsor's option rights to particular Option Intellectual Property shall begin upon UGARF's disclosure of such to Sponsor and shall expire ninety (90) days after UGARF's disclosure of such Option Intellectual Property to Sponsor ("Option Period").

10.1 Exercise of Option. At any time during the Option Period associated with particular Option Intellectual Property, Sponsor may either (i) terminate its option rights to such by written notice to UGARF; or (ii) exercise the option to such Option Intellectual Property by written notice to UGARF that identifies the particular Option Intellectual Property of interest to Sponsor. Upon

UGARF's timely receipt of any such written notice from Sponsor exercising the option, the Parties shall enter a ninety (90) day period ("Negotiation Period") during which they shall in good faith negotiate a commercially reasonable license to the Option Intellectual Property identified in the notice.

10.2 Expiration of Option. UGARF shall have no further obligation to Sponsor with respect to, and Sponsor shall have no further option rights in, Option Intellectual Property disclosed by UGARF to Sponsor upon the earlier of: (i) termination of Sponsor's option rights by written notice from Sponsor to UGARF; (ii) the expiration of the Option Period without Sponsor having provided timely written notice to UGARF exercising the option as set out in Paragraph 10.1; or (iii) expiration of the associated Negotiation Period with no executed license to such Option Intellectual Property.

10.3 Option Intellectual Property Filings. UGARF may in its sole discretion seek legal protection for any UGARF Intellectual Property, and UGARF may file for and prosecute any patent or other applications thereon in UGARF's sole discretion. Further, prior to the execution of a formal intellectual property management agreement governing Joint Intellectual Property (Paragraph 8.3), UGARF may in its sole discretion seek legal protection for such Joint Intellectual Property with prior notice to Sponsor, and UGARF may file for and prosecute any patent or other applications thereon in UGARF's sole discretion with prior notice to Sponsor.

10.4 Option Intellectual Property Expense Reimbursement. Sponsor shall reimburse UGARF for any and all expenses incurred by UGARF related to the protection of Option Intellectual Property during the associated Option Period. UGARF shall from time to time send invoices to Sponsor for such reimbursement, and Sponsor shall deliver payment per each such invoice within thirty (30) days of its receipt by Sponsor (or upon a later date if so indicated on the invoice). In addition to and other rights and/or remedies UGARF may have, Sponsor's failure to make any such reimbursement when due shall immediately terminate Sponsor's option rights to the associated Option Intellectual Property.

11. U.S. Government Rights. In the event that UGARF is required to grant, and/or has granted, to the U.S. federal government any rights in and to Project Intellectual Property, then the Parties agree that their rights to such Project Intellectual Property is subject to the provisions of 37 CFR 401, et al.

12. No Implied or Background Rights. No rights or obligations other than those expressly recited herein are granted or may be implied by this Agreement. Nothing herein constitutes a license or other transfer of rights in or to any intellectual property that is not explicitly the subject of this Agreement.

13. Publication. Sponsor acknowledges and agrees that UGARF, UGA, and/or Principal Investigator shall have the sole and unrestricted right to publish or otherwise disclose the Project protocol and results of the Project, but only to the extent doing so does not impermissibly disclose Confidential Information disclosed by Sponsor to UGARF and/or UGA hereunder. To avoid loss of patent rights from premature public disclosure, UGARF shall require the Principal Investigator to deliver to Sponsor all proposed articles, manuscripts, presentations, or any other publication of the Project prior to public disclosure. Sponsor may review and provide comment, if any, for a period of thirty (30) days after receipt of the proposed publication or other public disclosure. Upon Sponsor's notice to UGARF that Sponsor desires to file an application to protect certain Project Intellectual Property related to the proposed publication, UGARF shall require Principal Investigator to delay publication until the first of the following has occurred: (i) a patent application has been filed on such Project Intellectual Property; or (ii)

the Parties agree not to pursue protection for such Project Intellectual Property; or (iii) sixty (60) days have expired after Sponsor's notice to UGARF.

14. DISCLAIMER OF WARRANTIES. THE PROJECT WILL BE CONDUCTED IN UNIVERSITY FACILITIES AND IS EXPERIMENTAL IN NATURE. WORK PRODUCT AND PROJECT INTELLECTUAL PROPERTY ARE PROVIDED "AS IS." UGARF, REGENTS, AND PRINCIPAL INVESTIGATOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SAFETY, UTILITY, VALUE, PERFORMANCE, MARKETABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT, WORK PRODUCT, CONFIDENTIAL INFORMATION, OR PROJECT INTELLECTUAL PROPERTY, OR THAT SUCH DO NOT INFRINGE ANY THIRD PARTY PROPERTY RIGHTS.

15. INDEMNIFICATION. SPONSOR SHALL AT ALL TIMES INDEMNIFY, PAY FOR THE DEFENSE OF, AND HOLD HARMLESS UGARF, REGENTS, AND UGA, AND THEIR RESPECTIVE REGENTS, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, EXPENSES, LOSSES, DAMAGES, JUDGMENTS, AND/OR LIABILITIES OF ANY KIND WHATSOEVER, INCLUDING LEGAL EXPENSES AND ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO SPONSOR'S USE OF WORK PRODUCT, CONFIDENTIAL INFORMATION, AND/OR PROJECT INTELLECTUAL PROPERTY, INCLUDING, BUT WITHOUT LIMITING THE FOREGOING, THE DEATH OF, OR OTHER BODILY INJURY OR OTHER PERSONAL INJURY TO, ANY ONE OR MORE PERSONS.

16. Insurance. Sponsor shall obtain and carry liability insurance in an amount commensurate with similarly situated companies, with UGARF and Regents named as additional insureds with respect to Sponsor's products, continuing operations, and completed operations coverage. This insurance shall be primary and non-contributory to other insurance available to UGARF or Regents, and insurers shall waive their rights of subrogated recovery against UGARF and Regents. During the Term, Sponsor shall give UGARF thirty (30) days' prior written notice of cancellation of any policy relied upon by Sponsor to meet its requirements hereunder.

17. Early Termination.

17.1. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon ninety (90) days' prior written notice ("Final Termination Notice"), in which case termination shall be effective as of the ninetieth (90th) day after notice or upon a later date identified in the notice ("Effective Date of Termination").

17.2. Termination for Breach. If a Party materially breaches ("Breaching Party") any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach by the other Party ("Terminating Party"), then the Terminating Party may thereafter deliver, at any time during the Term while the noticed breach remains uncured, notice of termination ("Final Termination Notice") to the Breaching Party, in which case this Agreement automatically shall terminate as of the date of the Breaching Party's receipt of such Final Termination Notice or on a later date identified in such notice ("Effective Date of Termination").

17.3. Payment upon Early Termination. Upon termination of this Agreement by Sponsor under Paragraph 17.1 or by UGARF under Paragraph 17.2, Sponsor shall deliver payment to UGARF within thirty (30) days of Sponsor's receipt of UGARF's invoice for: (i) all amounts due and owing up to and including the Effective Date of Termination per the payment schedule at Appendix B; (ii) all work actually performed by UGARF and/or UGA but not otherwise paid under (i) above; and (iii)

all non-cancelable obligations incurred by UGARF and/or UGA prior to the Final Termination Notice but not otherwise paid under (i) above (together, the “Termination Payment”). However, in the event that, as of the Effective Date of Termination, UGARF has received payment from Sponsor in an amount greater than the Termination Payment, then UGARF shall return the excess amount to Sponsor.

17.4. Rights and Obligations Extinguished upon Early Termination. Upon termination of this Agreement by Sponsor under Paragraph 17.1 or by UGARF under Paragraph 17.2, then as of the Effective Date of Termination: (i) Sponsor’s option rights to all Option Intellectual Property are terminated; (ii) Sponsor’s right and license to Work Product is terminated; and (iii) UGARF’s obligations to conduct the Project, deliver Work Product, and disclose Project Intellectual Property are terminated.

18. Return or Destruction of Confidential Information. Upon termination of this Agreement for any reason, each Recipient of Confidential Information shall destroy all of the Provider’s Confidential Information that the Recipient has in its possession or control; or upon timely notice from the Provider, the Recipient shall return such Confidential Information to the Provider at the Provider’s expense. However, each Recipient may keep one (1) copy of the Discloser’s Confidential Information to the extent required by the Recipient’s records retention policies, but the Recipient may not use or access any such retained Confidential Information of the other Party for any purpose whatsoever except to the extent required by law.

19. Integration. This Agreement and its appendices and attachments embody the entire understanding of the Parties with respect to the matters herein and supersede all previous communications, either oral or written.

20. Amendment. This Agreement may be amended only by mutual written agreement. Without limiting the foregoing, the terms and conditions of any purchase order that may be associated with the Project or this Agreement do not apply, and the terms stated in this Agreement shall control regardless of when the purchase order is issued or whether statements on the purchase order indicate otherwise.

21. No Assignment. A Party may not assign, or subcontract performance of, this Agreement to any third party without the prior written consent of the other Party; except that UGARF may subcontract performance of the Project and this Agreement to UGA under the terms set forth in herein.

22. Independent Contractor. UGARF’s relationship to Sponsor is that of independent contractor and not employee, joint venturer, or partner.

23. Use of Names. Neither Party may use the names or marks of the other Party or its subcontractors in publicity without prior written approval from the owner of the name or mark. Notwithstanding, a Party may use the name of the other Party solely to accurately identify the source of funding or the Project.

24. Governing law. This Agreement is to be governed by and construed under the laws of the state of Georgia without regard to its conflict of law rules.

25. Export Controls. Work Product, Project Intellectual Property, and Confidential Information may be subject to U.S. export control laws, sanctions, and/or embargo requirements. Sponsor shall be solely

responsible for complying with such laws and other requirements in its use of any rights, information, and/or materials obtained under this Agreement. Sponsor understands and agrees that UGARF makes no representations that an export license may not be required nor that, if required, such an export license will issue with respect to any rights, information, and/or materials delivered by UGARF and/or UGA to Sponsor under this Agreement. At the time of disclosure to UGARF and/or UGA, Sponsor shall identify and mark with a legend any information and/or materials subject to U.S. export control laws, sanctions, and/or embargo requirements before providing such to UGARF or UGA under this Agreement. UGARF and/or UGA may decline to accept any such information or materials from Sponsor.

26. Severability. All rights and duties herein are binding only to the extent that they do not violate any laws. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it is the intent of the Parties that any such provision be replaced by a valid provision that implements the purpose of the illegal, invalid, or unenforceable provision. In the event that any provision essential to the purpose of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, all right of appeal has been exhausted, and such essential provision cannot be replaced by a valid provision that will implement the purpose of this Agreement, then this Agreement and the rights granted herein shall automatically terminate.

27. Force Majeure. Delays in, or failure of, performance by any Party will not constitute default, or trigger any claim for damages, if and to the extent such damages are caused by acts of God, strikes, work stoppages, civil disturbances, fires, floods, explosions, riots, war, rebellion, and/or sabotage.

28. Notices. All notices to a Party under this Agreement must be delivered in person, by email, or via commercial carrier with tracking to the Administrative Contact identified in Appendix C for such Party, or to such other persons and addresses as may be designated by such Party as its Administrative Contact by written notice to the other. Notice shall be effective upon receipt.

29. Survival. All provisions of this Agreement that expressly survive termination do survive termination, as well as Sections 5-15, 17-16, and 28-19 (except to the extent rights are extinguished by Section 17.4).

IN WITNESS whereof, the Parties have executed this Agreement by their authorized representatives on the dates indicated below.

**University of Georgia
Research Foundation, Inc.**

Columbia County

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A – PROJECT

Information to include in the description of the Project:

- Project Title
- Summary of work
- Schedule, time, and specific tasks
- Technical and Financial Reports required and other deliverables
 - If financial reports are required, state “Financial Report is required within 120 days of Agreement end date.”
- Role of Sponsor in conducting or contributing to Project, if applicable



Stormwater Compliance Department

September 20, 2023

RE: UGA Grant Match for Water Level Monitoring at Lakeside Park

Ms. Brown,

In 2022 Columbia County submitted an application for a 319(h) grant through the Georgia Environmental Protection Division (EPD) in order to make stormwater-related repairs and improvements at Lakeside Park. Currently at Lakeside Park there are three bioretention basins that are malfunctioning. To help quantify our understanding of the issues and the importance of properly maintaining such systems, the EPD is requiring that we gather specific data. A main component of this data is water level monitoring for 3 months before repairs and then 3 months after. This specialized monitoring equipment and the associated expertise to process and analyze the raw data are included as a critical task of this grant and the University of Georgia Marine Extension and Georgia Sea Grant (UGA) is needed to fulfill this specialty. Further, to achieve this step the grant budgeted that half of this task, \$5,750, be contributed from UGA as Match.

As of September 5, 2023, Columbia County and the EPD have entered into a grant contract for this project which includes UGA's participation and support as specified above. Columbia County appreciates the contribution of UGA toward this grant work in the community and is excited for the collaboration.

Should you have any questions or need additional information please contact me at 706-447-6700 or kjennings@columbiacountyga.gov.

Thank you,

Katie Beth Jennings
Manager, Stormwater Compliance Department
Engineering Services Division



Subaward Commitment - “Bioretention Repair and Retrofit at Lakeside Park in Columbia County”

Applicant Information

Applicant Organization:

Columbia County
Katie Beth Jennings
Stormwater Compliance Manager

Applicant Address:

630 Ronald Reagan Drive
Building A, East Wing
Evans, GA 30809

Applicant Phone:

(706) 447-6700

Applicant Email:

KJENNINGS@columbiacountyga.gov

UGA Project Investigator:

Jessica T. R. Brown, PE
Marine Extension and Georgia Sea Grant
Stormwater Specialist, Public Service Associate

Contact Phone:

(912) 264-7341

Contact Email:

jtrbrown@uga.edu

Project Information

Proposal Title: *Bioretention Repair and Retrofit at Lakeside Park in Columbia County*

Project Period: October 1, 2023 – September 30, 2025

Project Duration: 2 years

Performance Site: Evans, GA

Total Federal: \$372,500

Match: \$248,381

Total Project Costs: \$620,881

UGA Subaward Federal: \$5,750

UGA Subaward Cost share/Match: \$5,750

UGA Subaward Total: \$11,500



Subaward Statement of Work

Project activities led by Marine Extension and Georgia Sea Grant and associated with UGA Subaward have been noted in this excerpt to Project Scope of work:

Task #9: Install monitoring equipment (water level monitoring wells with pressure transducers in the bioretention cells to measure infiltration rates and estimate infiltration volume, and 1 tipping bucket rain gauge to measure rainfall depth and calculate runoff volume)

Deliverables: Post-installation photos and updated QA/QC Monitoring Plan with actual locations and depths of installed monitoring equipment

Measures of Success: Monitoring equipment (pressure transducers and rain gauge) installed, secured, and programmed to start collecting data at specified time interval according to targeted water quality monitoring plan (e.g., 2 minute)

Task #10: Download and process/analyze water level and rainfall data on a monthly basis for a 3-month preconstruction period and a 3-month post-construction period

Deliverables: Spreadsheets with 6 months of water level data and summary statistics (e.g., rainfall depth, overflow frequency, and bioretention storage capacity) for each rainfall event monitored and infiltration/exfiltration rates for events greater than the design event

Measures of Success: Excel spreadsheet with raw and analyzed water level and rainfall data and event-based summary statistics

Monitoring Responsibilities/Duties include: Provide pressure transducers (water level monitoring sensors) to measure surface ponding and water level in the media layer (2 wells per site), a rain gauge, and consumable supplies for well/rain gauge installation (pipe, fittings, well sock, post for rain gauge, etc.); install monitoring wells in existing bioretention cells and rain gauge at site during pre-repair period to monitor current function; reinstall monitoring wells and rain gauge at site during post-repair period to monitor the repaired condition; provide the County with data download equipment and/or necessary software and train County staff on how to download the water level sensors and rain gauges during the initial installation.

Community Engaged Outreach Responsibilities and Duties include:

Participation in the technical advisory committee and provide input on the monitoring and education/outreach components of the project.

Subaward Budget

	Federal	Cost Share
Personnel		
Salary - J. Brown	\$ 1,434	
Fringe - J. Brown	\$ 530	
Salary - L. Gentit	\$ 950	
Fringe - L. Gentit	\$ 380	
Salary - M. Risse		\$ 2,818
Fringe - M. Risse		\$ 1,041
Travel	\$ 565	
Supplies	\$ -	
Other	\$ -	
SUBTOTAL	\$ 3,859	\$ 3,859
IDC 49%	\$1,891	\$1,891
TOTAL	\$ 5,750	\$ 5,750

Subaward Budget Justification

Salary

Jessica T. R. Brown, P.E.: Stormwater Specialist (0.2 EFT, **\$1,434**) – Project Principal Investigator, Public Service Associate.

Brown will serve as PI for the subaward and primary contact. This salary support is used to support Brown in project coordination and installation of monitoring equipment (pre and post bioretention repair). Brown will participate in the technical advisory committee and assist Columbia County staff with the education and outreach components of the project. Brown is responsible for Task 9 and will support Task 10 efforts, as outlined in the project scope of work.

Lisa C. Gentit: Marine Resource Specialist III (0.2 EFT, **\$950**)

Gentit will provide monitoring equipment installation assistance and assist with the data download pre and post bioretention repair. Gentit will assist Brown with the completion of Task 9 and Task 10 efforts.

Total Salary Requested: \$2,384

Fringe

Jessica T. R. Brown, P.E. (0.12 EFT, 37%, **\$530**) – Fringe benefits for Brown are 37% of personnel salary. Fringe requested for Brown is \$530 in support of her involvement on Tasks 9 and 10.



Lisa C. Gentit (0.2 EFT, 40% **\$380**)

Fringe benefits for Gentit are 40% of personnel salary. Fringe requested for Gentit is \$380 in support of her involvement in project tasks.

Total Fringe Requested: \$910

Travel

Domestic travel expenses are requested for Ms. Brown and Ms. Gentit field assessment, equipment installation, monitoring research, meetings, conferences (TBD) and education and outreach activities. Travel will include mileage, parking tolls, lodging, shuttle service to facilities, and subsistence.

Total Travel Costs Requested: \$ 565

Supplies

No supplies costs are requested.

Total Supplies Costs Requested: \$ 0

Other

No Other costs are requested.

Total Other Costs Requested: \$ 0

Cost Share

Mark Risse: Director of Marine Extension and Georgia Sea Grant (0.13 EFT, **\$2,818** salary, **\$1,041** fringe, **\$1,891** Indirect Costs)

This budget includes a 1:1 federal cost share. Dr. Mark Risse will assist with project coordination and communicate project outcomes with University and National Sea Grant College Program leadership.

Total Direct Costs (Federal): \$3,859

Indirect Costs: \$1,891

Total Cost Share: \$5,750

Total Subaward: \$11,500

APPENDIX B – BUDGET

Sponsor shall deliver a series of payments to UGARF per the following payment schedule. Invoices will be sent to the Sponsor’s Financial Contact as shown in Appendix C with listed PO # if required.

<u>Due Date</u>	<u>Payment Amount</u>	
Date	\$XX,XXX	
Date	\$XX,XXX	
Date	<u>\$XX,XXX</u>	
	\$6,750	Total Fixed Price Amount Due under this Agreement

UGARF may issue invoices to Sponsor that coincide with the payment schedule, and in that case Sponsor shall deliver payment to UGARF in the amount of each invoice within thirty (30) days of receipt of the invoice, or by the date identified as the due date on the invoice, whichever is later. Overdue payments will bear interest at the rate of 12% per annum from the date due until paid, and this interest provision survives termination.

Sponsor shall make payment via check to the University of Georgia Research Foundation, Inc. delivered to the UGARF Financial Contact identified in Appendix C or to the individual, office, and address identified on UGARF’s invoice if different than Appendix C. Alternatively, Sponsor may deliver payment to UGARF via wire transfer upon request.

APPENDIX C – CONTACT INFORMATION

This Appendix C identifies each Party’s “Administrative Contact,” who is its notice agent. In addition, this Appendix C identifies UGARF’s “Financial Contact,” to whom Sponsor may deliver payments due under this Agreement. Further, for the convenience of the Parties, this Appendix C also identifies contact information for the Principal Investigator and Sponsor’s Project Director and Financial Contact.

UGARF	SPONSOR
<p>Administrative Contact</p> <p>Name:</p> <p>Address: Sponsored Projects Administration</p> <p>Telephone:</p> <p>Email:</p>	<p>Administrative Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>
<p>Principal Investigator</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>	<p>Project Director</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>
<p>Financial Contact</p> <p>Name: Bradley J. Langford</p> <p>Address: 310 East Campus Road Tucker Hall Room 411 Athens, GA 30602</p> <p> Athens, GA 30602</p> <p>Telephone: 706-542-9151</p> <p>Email: cgadmin@uga.edu</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Direct Telephone:</p> <p>Direct Email:</p> <p>Secondary or Departmental Contact for Financial Questions:</p> <p>Name:</p> <p>Phone:</p> <p>Email:</p> <p>PO # if required:</p>