

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

1. Award No. 2024-70510-41958	2. Amendment No. 2	3. Proposal Number 2025-04015	4. Period of Performance 06/01/2024 through 05/31/2026	5. Type of Instrument Cooperative Agreement																							
6. Type of Action Revision	7. CFDA Number 10.935	8. FAIN 20247051041958	9. Method of Payment ASAP 70510419587051025000	10. CRIS Number 1031787																							
11. Authority: 7 U.S.C. 6923, Section 12302 of P.L 115-334, Composting and Food Waste Reduction cooperative agreement pilot program																											
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA 805 Pennsylvania Ave Kansas City, MO 64105		13. Awardee Organization COUNTY OF BEAUFORT BEAUFORT, SC 29901																									
14. Program Point of Contact: Lydia Kaume Telephone: 816-642-4607 lydia.kaume@usda.gov		Administrative Point of Contact: Donita Jo Hammond-Grant Telephone: 708704283 donitajo.hammond-grant@usda.go		15. Project Director/Performing Organization Victoria Hoffman COUNTY OF BEAUFORT Beaufort, SC 29902-4453																							
16. Funding:			17. Funds Chargeable																								
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Federal</u></th> <th style="text-align: center;"><u>Non-Federal</u></th> </tr> </thead> <tbody> <tr> <td>Previous Total</td> <td style="text-align: right;">\$273,600.00</td> <td style="text-align: right;">\$68,400.00</td> </tr> <tr> <td>+ or -</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$273,600.00</td> <td style="text-align: right;">\$68,400.00</td> </tr> <tr> <td> Grand Total</td> <td style="text-align: right;"> \$342,000.00</td> <td></td> </tr> </tbody> </table>				<u>Federal</u>	<u>Non-Federal</u>	Previous Total	\$273,600.00	\$68,400.00	+ or -	\$0.00	\$0.00	Total	\$273,600.00	\$68,400.00	 Grand Total	 \$342,000.00		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FY-TAS-FDC</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: left;"><u>FY-TAS-FDC</u></th> <th style="text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>21-12X0502-70510</td> <td style="text-align: right;">\$0.00</td> <td></td> <td></td> </tr> </tbody> </table>		<u>FY-TAS-FDC</u>	<u>Amount</u>	<u>FY-TAS-FDC</u>	<u>Amount</u>	21-12X0502-70510	\$0.00		
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18. Title of Proposal Beaufort County- Organics Diversion Pilot Program																											
PROVISIONS																											
This Award incorporates the following: - Correction to Attachment A, Authority Section, of the original award face sheet. - Unless otherwise stated, all other Provisions on the initial Award Face Sheet and any amendments thereto remain in effect. - If you have any questions concerning this action, please contact the Awards Management mailbox (awards@usda.gov) and cc' the Administrative Point of Contact listed above.																											
FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE																											
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.																											
Typed Name Mark Heap Authorized Departmental Officer		Signature MARK.HEAP		Date 03/14/2025																							

**United States Department of Agriculture
National Institute of Food and Agriculture
ATTACHMENT A TO THE AWARD : 2024-70510-41958**

United States Department of Agriculture

National Institute of Food and Agriculture

COOPERATIVE AGREEMENT No. _ 2024-70510-41958

Between

COUNTY OF BEAUFORT

and the

U.S. DEPARTMENT OF AGRICULTURE

NATIONAL INSTITUTE OF FOOD AND AGRICULTURE (NIFA)

and the

OFFICE OF URBAN AGRICULTURE AND INNOVATIVE PRODUCTION (OUAIP)

I. Introduction and Purpose:

The U.S. Department of Agriculture (USDA) is committed to addressing the problem of food loss and waste through its programs, policies, and guidance. USDA's Office of Urban Agriculture and Innovative Production (OUAIP) was formed through the 2018 Farm Bill to improve USDA's support for urban and innovative farming operations through cooperative agreements and oversees the Compost Food Waste and Reduction (CFWR) Pilot Program. The National Institute of Food and Agriculture (NIFA) is part of USDA's Research, Education, and Economics (REE) mission area. The agency administers federal funding to address the agricultural issues impacting people's daily lives and the nation's future.

OUAIP, in partnership with NIFA will be managing the FY23 CFWR awards to enhance cross-agency support for awardees and allow for interagency data collection and strategic collaboration of composting and food loss and waste issues at the national level. The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans.

The United States Department of Agriculture (USDA) and the County of Beaufort in South Carolina hereafter referred to as the Cooperator, enter into this agreement and work cooperatively as they develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans towards completion of the purposes and activities outlined in the County of Beaufort's CFWR Application entitled: Beaufort County- Organics Diversion Pilot Program

South Carolina's Department of Health and Environmental Control's (SCDHEC) 2022 Solid Waste Management Annual Report recommended local government's maximize food waste reduction and recovery. Nationally, U.S. Department of Agriculture (USDA), the U.S. Environmental Protection Agency (EPA) and the U.S. Food and Drug Administration (FDA) has set a goal of reducing food loss and waste by 50% by 2030. Beaufort County has made a commitment to re-evaluate its solid waste management program to meet SCDHEC and national food loss and waste goals. The County currently has no access to composting infrastructure. This investment will support development of a plan to allow the County to explore their capacity to operate, finance, and retain participation in a county-wide organics program. The key objectives of this project are to: (i) increase residential education; (ii) encourage food waste prevention; (iii) produce nutrient-rich compost; and (iii) protect agricultural lands and culture through the promotion of sustainable agriculture practices. Through the education and investments of this pilot program, Beaufort County residents will directly benefit. These benefits include, utilizing high-quality compost to improve the quality of their soils aiding in water retention; promote crop growth, and reduce greenhouse gases associated with landfill disposal. To bring the pilot program plan to fruition and ensure its success, the County will collaborate with local stakeholders and formalize partnerships with a local composting company, a local organic hauling company and a local consulting firm to assist in the management of the study. The success of the education and outreach program will be measured based on the numbers and outcomes reported by residents and stakeholders, as well as the number of outreach materials produced throughout the program. For the pilot compost program, the quantity organic

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of materials collected, the compost product produced, and the end-user consumption and use of the product will be documented to assess the program's effectiveness. Other counties with limited access to composting will also be able to use the results of this study to help develop and implement their own food waste diversion programs.

II. Authority:

The Composting and Food Waste Reduction (CFWR) cooperative agreement pilot program is authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923. Funding was made available by the American Rescue Plan Act of 2021, Public Law 117-2. NIFA is authorized to enter into this agreement pursuant to Section 1001 of the American Rescue Plan Act of 2021 (Pub. L. 117-2), and 7 U.S.C. 3318(c) pertaining to cooperative agreements.

III. Agreement

NIFA alongside OUAIP will coordinate the substantial federal involvement required by this agreement on behalf of USDA.

It is agreed that the County of Beaufort ('cooperator'), NIFA, and OUAIP, together referred to as the 'Parties,' will cooperate for their mutual benefit to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans as outlined in the cooperator's Composting and Food Waste Reduction CFWR Application. This agreement will be effective from June 1, 2024, through May 31, 2026.

The signatories hereby certify that they have authority to enter into this agreement, and by their signatures do hereby enter into this agreement. NIFA Award Face Sheet will be the official award and obligating document. NIFA Authorized Departmental Officer and the cooperator's signatory will be required to both sign the award Face Sheet for a legally binding agreement.

IV. Funding Information

County of Beaufort's UEI is XFSKWHHQM58 and EIN is 57-6000311.

VI. Points of Contact

For USDA Programmatic Contact: Program Leader listed in block 14 of the NIFA Award Face Sheet.

For USDA Administrative Contact: NIFA's Authorized Departmental Officer (ADO) listed in block 14 of the Award Face Sheet.

For County of Beaufort: Victoria Hoffman, Solid Waste & Recycling Program Manager, (843) 255-2735, victoria.hoffman@bcgov.net, or their designee or successor will serve as lead Project Director.

For County of Beaufort: Christine Webb, Finance Compliance Director, (843) 812-3947, christine.webb@bcgov.net, or their designee or successor will serve as the Authorized Representative (AOR).

VII. Responsibilities of the Parties

County of Beaufort agrees to:

Assure and certify that in addition to terms stated in this cooperative agreement it has and/or will comply and require subrecipients to comply with the requirements contained in the NIFA Research Terms and Conditions for Grants and Cooperative Agreements, as well as the reporting requirements specified below.

Participate in ongoing coordination with USDA in the planning and delivery of activities.

Carefully manage project funds to complete deliverables, as outlined in the grant application.

Share Cooperator expertise and experiences with other cooperators and USDA to better inform USDA's approach to addressing food loss and waste.

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Reporting: Financial

NIFA requires all cooperators to submit a Federal Financial Report Form SF-425, annually no later than 90 days after the award anniversary date. The final SF-425 is due no later than 120 days after the termination date of the grant. The form should be emailed as a PDF attachment to both: awards@usda.gov and urbanagriculture@usda.gov. All questions relating to the SF-425 reports should be directed to the Administrative Contact listed in block 14 of the Award Face Sheet.

NIFA requires all cooperators to submit a Project Financial Report through REEport on an annual basis, due February 1st of each year. Assistance for submitting online forms through REEport should be directed to REEport Customer Service at electronic@usda.gov

Reporting: Annual Progress

NIFA requires all cooperators to submit an annual technical progress report through REEport, due within 90 days after the award anniversary date. Progress reports must cover only the most recent annual budget period and should adequately describe the project's progress toward performance objectives and clearly highlight the major accomplishments achieved during the reporting period.

OUAIP requires OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, must be submitted to urbanagriculture@usda.gov annually, due within 90 days after the award anniversary.

Reporting: Final Technical Report

NIFA requires all cooperators to submit a final technical progress report through REEport, due within 120 days of the expiration of the award. The final progress report are required to cover the duration of the project, from start to end date. Reports should adequately describe how performance objectives were achieved and highlight the major accomplishments and non-technical impacts of the project.

OUAIP requires all cooperators to submit a final OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, to urbanagriculture@usda.gov within 120 days of the expiration of the award.

B. The USDA agrees to:

Assign a NIFA National Program Leader (NPL) with appropriate expertise who will monitor the project, make recommendations concerning planning and procedures to be followed, and ensure that objectives are being fulfilled.

Provide funds in the amount of \$273,600 in this funding authorization under the U.S. Department of Treasury Automated Standard Application for Payment (ASAP) system. The total cost to NIFA under this Agreement will not exceed \$273,600.

Reimburse the Cooperator for allowable, allocable, and reasonable costs as specified on the Award Face Sheet, Form NIFA-2009 and the approved budget. Tuition remission is unallowable.

Provide guidance in the evaluation process and other technical assistance as needed.

Collaborate with the cooperator in evaluating, accepting and achieving the milestones for the project as proposed by the cooperator.

Provide technical direction to the overall program, as well as the individual program elements as it is determined to be necessary and appropriate by USDA.

Participate during the full duration of the project and will have continuing rights to conduct ongoing negotiations with the cooperator regarding the technical direction of the work conducted under this agreement.

Attend meetings and participate in the formation and direction of scope of the key development activities.

Ensure the Program Leader named in block 14 of the NIFA Award Face Sheet will participate in the development, review and approval of all statements of work, including subcontractor statement of work, prior to execution of any subcontract.

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Review technical progress reports and provide input to these reports as deemed necessary. USDA will use these reports to evaluate the cooperative agreement deliverables; thus, providing an additional measure of technical progress.

Collaborate with the cooperator in the allocation of funds budgeted for this agreement. Further as work progresses, funding needs may change and depending upon availability of funds, as appropriate. USDA will work with the cooperator to reallocate funds budgeted between different programs and projects, if necessary.

Monitor all phases of the cooperator's activities, including the participation in the cooperator's review of its contractors' and subawardees' activities and review of the contractors' and subawardees' reports to the cooperator.

USDA will actively participate in the cooperator's process of reviewing and approving each phase of the proposed programs and projects.

It is mutually agreed that:

This Agreement shall be deemed effective as of June 1, 2024, and shall remain in effect until May 31, 2026, unless extended by mutual consent.

USDA's NIFA will utilize its normal payment management system to make the federal financial assistance funding available to the cooperator. After the agreement is fully signed and the federal funds are recorded as an obligation, NIFA will authorize the agreement amount in the Department of Treasury application known as the Automated Standard Application for Payments (ASAP) system. NIFA will also provide to the cooperator enrollment instructions for the ASAP system through which the cooperator will access their funding. The cooperator may obtain assistance with the ASAP system from NIFA at asapcustomerservice@usda.gov. For more information on the amounts and timing of ASAP drawdowns, see 2 CFR Part 200.305, 'Federal payment.' Funds must be drawn on an as-needed basis only. Should there be unobligated funds remaining at the conclusion of the project, such funds shall be refunded to the NIFA-USDA and any undrawn authorization under the ASAP System shall be revoked.

Provisions of the approved proposal on which this Agreement is based that may not be explicitly stated herein are considered an integral part of this Agreement.

The provisions of Executive Order No. 11246 dated September 24, 1965, Sec. 202, para. (1) through (7) are made a part of this Agreement. As appearing throughout these paragraphs, the word "contract" shall be construed to mean "agreement" and the word "contractor" shall be construed to mean County of Beaufort.

No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

All travel using Federal funds must be directly related to the work required under this agreement. All travel must comply with 31 U.S.C. ' 1345, Federal Travel Regulations, and applicable cost principles.

This agreement may be amended at any time by mutual written agreement of the parties and will be amended in writing by the Authorized Departmental Officer.

Nothing in this agreement may be interpreted to imply that USDA endorses any product, service, or policy of the cooperator or the cooperator's partners, contractors, and/or subawardees. The cooperator will not take any action or make any statement that suggests or implies an endorsement.

As a condition of this Cooperative Agreement, the recipient assures and certifies that it is in compliance with, and will comply in the course of the Agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements specifically stated in this agreement and otherwise applicable. These regulations include the protection of human subjects with the requirements set out in 7 CFR 1c.103 and in the Department of Health and Human Services regulations in 45 CFR part 46, as amended, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

In accordance with 2 CFR part 418, the recipient (and any subtier recipient) is prohibited from making any payments from

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Federal funds for lobbying a Member of Congress, an officer or employee of Congress, an employee of Congress or any Federal agency in connection with the awarding, renewal, extension, continuation, amendment or modification of a particular contract, cooperative agreement, grant, or loan. If any lobbying activity from non-appropriated funds occurs and the application or award action exceeds \$100,000, then the recipient (and any subtier recipient, if applicable) must file certification and disclosure forms (instructions found in Appendix A & B of 2 CFR part 418). Primary recipients are required to collect the certification and disclosure forms from their subtier recipients and submit them to NIFA-USDA. If required as stated above, certification and disclosure forms must be executed before an award action which exceeds \$100,000 is made.

Pursuant to the provisions of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 417, subpart C, the recipient agrees as a condition of this award that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction, unless specifically authorized by NIFA-USDA.

Recipient must comply with applicable National Policy Requirements attached to all NIFA awards and listed here on this link, <https://www.nifa.usda.gov/nifa-21-002-appendix-i-national-policy-requirements>. For questions regarding applicability contact the Program Leader identified listed in block 14 of the NIFA Award Face Sheet.

Pursuant to the provisions of 2 CFR Part 421, which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), you as the recipient must comply with the Drug-Free workplace requirements in Subpart B or (Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 8101-8106).

Except as otherwise provided in the terms and conditions of this Agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable material developed in the course of or under this Agreement, but the Federal sponsoring agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

This award, and sub-awards at any tier under this award, shall be governed to the extent applicable by the provisions of 2 CFR Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. The OMB guidance found in subparts A through F of 2 CFR part 200 is both adopted and supplemented in 2 CFR part 400. Part 400, along with the adopted 2 CFR part 200, acts as USDA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidance); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow up. In addition, this award or agreement is governed by the following administrative provisions: (a) 2 CFR 415, General program administrative regulations (b) 2 CFR 416, General program administrative regulations for grants and cooperative agreements to state and local governments In addition to any other terms and conditions attached hereto, or stated herein, recipients of awards shall be bound by the Administrative Provisions established for particular programs.

The substantial involvement by USDA under this agreement will remain in effect for the term of the cooperative agreement award.

Work performed pursuant to this agreement may be subject to the National Environmental Policy Act (NEPA). If applicable, prior to any ground-disturbing activities related to NRCS funding, the awardee must work with NRCS staff to complete an environmental evaluation (EE) related to those activities. Awardees may be required to prepare or pay for preparation of an environmental assessment (EA) or environmental impact statement (EIS), should any environmental review find that an EA or EIS is required.