

STATE OF ALABAMA §  
 MONTGOMERY, AL §

**SUBAWARD GRANT AGREEMENT**

This Subaward Grant Agreement (hereinafter “Agreement”) is made by and entered into between the State Lands Division acting by and through its Commissioner of the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the Baldwin County Commission (hereinafter “Subrecipient”) (ADCNR and Subrecipient may be referred to collectively hereafter as “Parties”). Pursuant to this Agreement, ADCNR and Subrecipient agree as follows:

1. PURPOSE AND IDENTITY:

The purpose of this Agreement is to implement the provisions of Section 306A of the Coastal Zone Management Act of 1972, as amended, and to fulfill the objectives outlined in the Project Description (attached and hereinafter referred to as “Attachment A”) in accordance with the provisions of this Agreement, all applicable laws, and requirements set forth in the Specific Award Conditions (attached and hereinafter referred to as “Attachment B”). Attachment A and Attachment B are hereby incorporated by reference and made a part of this Agreement and shall be considered as binding as any other provision of this Agreement.

2. AGREEMENT SCOPE OF SERVICES:

Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks, to obtain all permits, to pay all fees, and to provide all necessary labor, materials, equipment, services and facilities necessary to fulfill all terms and requirements associated with this Agreement according to and in compliance with all applicable laws, rules, regulations, executive orders, ordinances and codes of federal, state and local governments, including, but not limited to, all requirements set forth pursuant to the Department of Commerce Financial Assistance Standard Terms and Conditions (Nov. 2020) (hereby incorporated by reference and currently available at [https://www.commerce.gov/sites/default/files/2020-11/DOC%20Standard%20Terms%20and%20Conditions%20%2012%20November%202020%20PDF\\_0.pdf](https://www.commerce.gov/sites/default/files/2020-11/DOC%20Standard%20Terms%20and%20Conditions%20%2012%20November%202020%20PDF_0.pdf)). Subrecipient further agrees and acknowledges that the ADCNR is relying upon the Subrecipient to stay current as to requirements and at all times maintain compliance with all requirements associated with performance under this Agreement and the underlying federal award.

3. FEDERAL AWARD INFORMATION:

Information as to the federal award associated with this Agreement per 2 C.F.R. § 200.332 includes the following:

1	Subrecipient name	Baldwin County Commission
2	Subrecipient’s unique identity identifier	MMDHCQ2E82J5
3	Federal Award Identification Number (FAIN)	NA24NOSX4190C0041
4	Federal Award Date (date of the award to the pass-through entity (PTE) from the Federal agency)	October 1, 2024 – March 31, 2026
5	Subaward period of performance start and end date	October 1, 2024, or the date of the Commissioner’s signature (Effective Date), whichever occurs later, to March 31, 2026
6	Subaward budget period start and end date	October 1, 2024, or the date of the Commissioner’s signature (Effective Date), whichever occurs later, to March 31, 2026

7	Amount of Federal Funds obligated by this action by the PTE	\$50,000
8	Total amount of Federal Funds obligated to the subrecipient by the PTE, including the current subaward	\$50,000
9	The total amount of the Federal award committed to the subrecipient by the PTE	\$50,000
10	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	NOAA Award Document: NA24NOSX4190C0041  Task 306A-01: Public Access Improvements Project Title: Baldwin County Commission: The Meadows Park Public Access
11	Name of the Federal awarding agency, PTE, and contact information for the PTE's awarding official	Federal Awarding Agency: U.S. Department of Commerce, National Oceanic Atmospheric Administration  PTE: Alabama Department of Conservation and Natural Resources Christopher M. Blankenship, Commissioner 64 N. Union Street, Suite 468 Montgomery, AL 36130 (36104, Physical Zip)
12	CFDA number and name, dollar amount available under Federal award	11.419, Coastal Zone Management Administration Awards, \$1,781,000
13	Identification of whether the award is for R&D	This is not a Research & Development Award.
14	Indirect cost rate for the <b>Federal award</b> (including the de minimis rate, if applicable)	30.97%
15	Requirements imposed by the PTE on the subrecipient so that the Federal award is used in accordance with Federal statutes and the terms of the original grant award	See Attachment B, Specific Award Conditions
16	Any additional requirements that the PTE imposes on the subrecipient in order for the PTE to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports	See Section 9. Closeout of the Subaward Procedures; and See Section 13. Reporting and Final Products
17	The approved Federally recognized indirect cost rate, or if none exists, a rate negotiated between the PTE and the subrecipient, or a de minimis rate	0.00%
18	A requirement that the PTE and auditors have access to the subrecipient's records and financial statements	See Section 12. Assurances, B. Records Access, Retention, and Audits

19	Appropriate terms and conditions concerning closeout of the subaward	See Section 9. Closeout of the Subaward Procedures
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4. AGREEMENT FUNDING AMOUNT:

ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and shall not exceed a total of fifty thousand and no/100 Dollars (\$50,000).

5. SUBRECIPIENT CONTRIBUTION:

The Subrecipient shall provide a contribution in the amount of fifty thousand and no/100 Dollars (\$50,000) in cash and in-kind services as part of performance under this Agreement.

6. ALLOWABLE COSTS:

Costs allowed under this Agreement (“Allowable Costs”) shall be determined in accordance with provisions of all applicable federal, state, and local laws and all other requirements of this Agreement which shall also include, but not be limited to, the following:

- A. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement and, as applicable, prior to approval for a lower tier agreement pursuant to Paragraph 10, shall not qualify as an Allowable Cost.
- B. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to the Scope of Services for this Agreement. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
- C. As outlined in 2 C.F.R. § 200.458, Subrecipient’s costs incurred prior to the execution of this Agreement but during the initial performance period outlined in the Grant Award letter are allowable costs to the extent necessary for the efficient and timely performance of the scope of work.
- D. Subrecipient acknowledges that reimbursement for indirect costs is contingent upon ADCNR’s approval of Subrecipient’s indirect cost rate following Subrecipient’s submission of all necessary supporting documentation including, but not limited to, a federally approved Negotiated Indirect Cost Rate Agreement.
- E. Subrecipient agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

7. AGREEMENT TERM:

The Subrecipient shall commence performance of this Agreement on October 1, 2024, or the date of the Commissioner’s signature (Effective Date), whichever occurs later, and shall complete performance to the satisfaction of ADCNR no later than March 31, 2026 (hereinafter “Agreement Term”).

8. REIMBURSEMENT PAYMENTS:

Disbursements pursuant to this Agreement shall be made on a reimbursement basis as follows:

- A. Invoices with required supporting documentation detailing the Allowable Costs to be reimbursed (including, but not limited to, applicable documentation as to compliance with procurement standards, non-federal cost share requirements, indirect cost rate, etc.) and a description of activities conducted during the invoiced period, shall be submitted to the following:

ADCNR/State Lands Division, Coastal Section  
Atten: Amy King  
31115 Five Rivers Blvd.  
Spanish Fort, AL 36527  
[Amy.King@dcnr.alabama.gov](mailto:Amy.King@dcnr.alabama.gov)  
Voice: 251-621-1216

- B. Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs.
- C. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR sufficiently in advance of September will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR which are intended to be sufficiently in advance of the October 30 deadline for each fiscal year performance period, will not be eligible for reimbursement. It is Subrecipient's sole responsibility to confirm applicable deadlines each year and to ensure timely submission of all requests for reimbursement.
- D. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than April 30, 2026.
- E. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR.

9. CLOSEOUT OF THE SUBAWARD PROCEDURES:

Subrecipient shall promptly begin the closeout process upon the conclusion of the period of performance. Final invoices must be submitted to ADCNR in accordance with the time period specified in this Agreement. Deliverables include, but are not limited to, programmatic and financial reports. Final payments to Subrecipient may be withheld until all closeout documents and deliverables have been received by ADCNR. In particular, the Subrecipient must submit to ADCNR:

- A. A final invoice, marked "FINAL", no later than 30 days following termination of the Agreement.
- B. A final Performance Report.
- C. A patent report, if applicable.
- D. A property report, if applicable.

10. LOWER TIER AGREEMENTS:

Except as otherwise stipulated in Attachment A, Subrecipient agrees it will perform all services related to the Agreement and will not engage a lower tier subrecipient or contractor to provide any services without prior written approval from ADCNR. Subrecipient acknowledges that costs related to services obtained without such prior written approval shall not constitute Allowable Costs.

11. CONTINGENCY / FUNDING AVAILABILITY / PRORATION:

Subrecipient acknowledges and agrees the commencement and continuation of the Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent upon the availability and actual

receipt by ADCNR of funds under the program funding designated for this Agreement.

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

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

## 12. ASSURANCES:

The Subrecipient certifies compliance with the following assurances:

A. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:The Subrecipient and its principals, to the best of its knowledge and belief,

- i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ii. have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 12. A. ii of this certification; and
- iv. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. RECORDS ACCESS, RETENTION, AND AUDITS:

- i. Access to Records: The Inspector General of the Department of Commerce, the Comptroller General of the United States, the Alabama Department of Examiners of Public Accounts, ADCNR, or any of their authorized auditors and representatives, shall have the right to access any pertinent books, documents, papers, and records of the Subrecipient, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. See 2 C.F.R. § 200.336.
- ii. Record Retention: Subrecipient shall maintain all records and accounts associated with this Agreement, including, but not limited to, property, personnel, and financial records, in accordance with ADCNR's records retention policy

([https://archives.alabama.gov/officials/rdas/conservation\\_rda.pdf](https://archives.alabama.gov/officials/rdas/conservation_rda.pdf)) and 2 C.F.R. § 200.333. Such shall be retained for a minimum of six (6) years after the date of final payment under this Agreement or as otherwise required pursuant to the Department of Conservation and Natural Resources Records Disposition Authority available at [https://archives.alabama.gov/officials/rdas/conservation\\_rda.pdf](https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished if requested.

- iii. Audit Requirements: Subrecipient shall follow all audit requirements under this Agreement, and applicable Federal, State, and local laws including, but not limited to, 2 C.F.R. § 200, Subpart F. Subrecipient shall also ensure applicable lower tier compliance. Pursuant to Alabama Act 94-414, the Subrecipient must forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts; P.O. Box 302251; Montgomery, AL 36130-2251; Atten: Audit Report Repository.
- iv. Survival: The foregoing access, record retention, and audit requirements shall survive the Agreement Term and remain a continuing obligation of the Subrecipient.

C. CONFLICT OF INTEREST:

Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), personal, or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a written conflict of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

D. POLITICAL ACTIVITY:

The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501 et seq.) regarding political activity by public employees or those paid with federal funds.

E. RIGHTS TO INVENTIONS MADE BY SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS:

The Subrecipient shall comply with Public Law 96-620, amended Chapter 18 of Title 35, United States Code regarding patent rights in inventions made with Federal funding by nonprofit organizations and small business firms.

F. NONDISCRIMINATION:

Subrecipient will comply with all State and Federal statutes relating to nondiscrimination. These include but are not limited to:

- i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
- ii. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- v. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- vii. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- viii. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and, as applicable:
- ix. Title II of the Americans with Disabilities Act of 1990, as amended and as applicable;
- x. USDOJ regulations at 43 C.F.R. Part 17 and 41; and
- xi. Presidential Executive Order 13166 (Limited English Proficiency), as well as
- xii. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- xiii. The requirements of any other nondiscrimination statute(s) which may apply to the application.

G. TREATMENT OF DISPLACED PERSONS:

The Subrecipient shall comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs, regardless of Federal participation in purchases.

H. LOBBYING ACTIVITY:

- i. Compliance: Subrecipient shall comply with 2 C.F.R. §§ 200.450 and 200.454, which incorporates the provisions of 31 U.S.C. § 1352; OMB guidance and notices on lobbying restrictions; Department of Commerce regulations published at 15 C.F.R. Part 28; and all other applicable Federal, State and local laws related to lobbying activities. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to subgrantees and contractors.
- ii. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.
- iii. Lower Tier Certification: Subrecipient further agrees to include the above certification in all applicable lower tier agreements.

- iv. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

I. ENVIRONMENTAL STANDARDS:

The Subrecipient shall comply with environmental standards which may be prescribed pursuant to the following:

- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- ii. Notification of violating facilities pursuant to EO 11738;
- iii. Protection of wetlands pursuant to EO 11990;
- iv. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended (16 U.S.C. §§ 1451 et seq.);
- vi. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- viii. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

J. FLOOD INSURANCE:

The Subrecipient shall comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) requiring participation in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

K. NATIONAL WILD AND SCENIC RIVER SYSTEM:

The Subrecipient shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

L. NATIONAL HISTORIC PRESERVATION:

The Subrecipient shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

M. DRUG FREE WORKPLACE:

Subrecipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C § 8102), and Department of Commerce implementing regulations at 2 C.F.R. Part 1329, which require



that the Subrecipient as a non-federal entity take certain actions to provide a drug-free workplace.

N. TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:

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

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

O. REDUCING TEXT MESSAGING WHILE DRIVING:

Pursuant to Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving), the Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type in section 3(a) of the Order.

13. REPORTING AND FINAL PRODUCTS:

- A. The Subrecipient shall submit to ADCNR monthly reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by ADCNR. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds.
- B. The Subrecipient agrees to furnish one (1) electronic copy of performance progress reports due on the 10th day of each month this Agreement is in effect. A final report is due ten days after the close of the Agreement. These reports shall include, but not be limited to the following:
  - i. Activities undertaken during the period;
  - ii. Difficulties encountered;
  - iii. Changes needed; and
  - iv. Observations and/or recommendations.
- C. The Subrecipient agrees to deliver all final products by closing date of this Agreement. For publishable products such as data, reports or other documents, the Subrecipient agrees to deliver one (1) paper copy and one (1) electronic copy in the format specified by ADCNR in AttachmentB.
- D. All reports shall be submitted to the following:

ADCNR/State Lands Division, Coastal Section  
 Atten: Amy King  
 31115 Five Rivers Blvd.  
 Spanish Fort, AL 36527  
[Amy.King@dcnr.alabama.gov](mailto:Amy.King@dcnr.alabama.gov)  
 Voice: 251-621-1216

14. PROCUREMENT:

Subrecipient shall conduct all procurement actions consistent with all applicable Federal, State, and local requirements including, but not limited to, provisions of 2 C.F.R. §§ 200.318 through 200.326.

15. PROPERTY RIGHTS AND STANDARDS:

The provisions of 2 C.F.R. §§ 200.310 through 200.316 apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

16. PROTECTIONS FOR WHISTLEBLOWERS:

In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- A. A Member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Federal employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; and/or
- G. A management official or other employee of the Subrecipient, vendor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

17. NO AGENCY:

By entering into this Agreement, Subrecipient understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Subrecipient is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

18. FINANCIAL MANAGEMENT SYSTEM:

The financial management system of the Subrecipient must provide all information required by 2 C.F.R. § 200.02(b).

19. NOT A DEBT OF THE STATE:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

20. TERMINATION:

In addition to other termination provisions provided herein, this Agreement may be terminated as follows:

- A. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- B. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- C. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such timeframe and manner as specified by ADCNR.

21. PUBLICATIONS:

Any and all publications produced in whole or in part under this Agreement shall have prior ADCNR approval and contain proper acknowledgements as stipulated in Attachment B.

22. ALTERNATIVE DISPUTE RESOLUTION:

In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

23. NOT ENTITLED TO MERIT SYSTEM:

Subrecipient understands and agrees that nothing in this Agreement entitles Subrecipient or its employees or agents to any benefits of the Alabama State Merit System.

24. BOYCOTT:

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

In compliance with Ala. Act No. 2023-409, by signing this agreement, Subrecipient provides written

verification that Subrecipient, without violating controlling law or regulation, does not and will not, during the term of the agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

25. AMENDMENTS:

ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Subrecipient, must be in writing and approved by all signatory/authorities prior to becoming effective.

26. ASSIGNMENT:

Subrecipient shall not assign, transfer, pledge, mortgage, encumber or hypothecate this Agreement, or any rights to, interests therein or claims arising thereunder, to any party or Parties, without the express prior written approval of ADCNR.

27. IMMIGRATION COMPLIANCE:

By signing this Agreement, the Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. INDEMNIFICATION AND HOLD HARMLESS:

- A. Subrecipient agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Subrecipient's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the Parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Subrecipient agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- B. Subrecipient further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- C. The provisions of this Paragraph 28 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

29. NOTICE:

Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

To ADCNR:

Alabama Department of Conservation and Natural Resources

Atten: Christopher M. Blankenship, Commissioner  
64 N. Union Street, Suite 468  
Montgomery, AL 36130 (36104, Physical Zip)

All notices required to be given to the Subrecipient under this Agreement, applicable law or administrative rules shall be sufficient if sent by U.S. mail or overnight courier to the following address:

To SUBRECIPIENT:

Baldwin County Commission  
Attn: Billie Jo Underwood, Commission Chairman  
22070 Highway 59  
Robertsdale, AL 36567

30. CHOICE OF LAW / VENUE:

Subrecipient agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

31. ENFORCEMENT OF RIGHTS AND OBLIGATIONS:

Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

32. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

33. SEVERABILITY:

In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. SUPERSEDES:

ADCNR and Subrecipient represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the Parties with respect to the subject matter hereof.

35. GOVERNING LAW / SOVEREIGN IMMUNITY:

This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

36. FORCE MAJEURE:

In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Subrecipient. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this

Agreement; (v) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (vi) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (ix) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

37. REVIEW AND EXECUTION:

The Parties acknowledge and agree that each party has had the opportunity to be represented by counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguity in this Agreement against the party that drafted it, has no application and is expressly waived.

38. DAVIS-BACON WAGES:

As applicable, Davis-Bacon prevailing wage rates (as determined by the Department of Labor for applicable areas) must be paid for all construction projects.

39. BUY AMERICA ACT:

Buy America Provision for Infrastructure. To the extent applicable, the SUBRECIPIENT agrees to comply with governing domestic-preference procurement requirements that provide that Federal funds may not be obligated unless steel, iron, manufactured products, and construction materials used in federally-funded infrastructure projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. To the extent this project involves applicable infrastructure projects, the requirements contained in the Buy America Act and implementing regulations are expressly incorporated herein, govern, and apply. The SUBRECIPIENT agrees to reference such terms in all contracts and purchase orders for work or products under this program. The SUBRECIPIENT must submit the appropriate Buy America certification with all bids or offers, including those that are subject to a waiver.

[signatures on following page]

**IN WITNESS WHEREOF**, ADCNR and the Subrecipient have executed this Agreement as of the date of ADCNR Commissioner's signature below ("Effective Date"):

ALABAMA DEPARTMENT OF CONSERVATION  
AND NATURAL RESOURCES

Recommended:

\_\_\_\_\_  
Patricia Powell McCurdy  
Director  
State Lands Division

\_\_\_\_\_  
Christopher M. Blankenship  
Commissioner

Date: \_\_\_\_\_

BALDWIN COUNTY COMMISSION

\_\_\_\_\_  
Matthew P. McKenzie  
Commission Chairman

**FY2024/2025**  
**Task 306A – 01**  
**BALDWIN COUNTY COMMISSION**

**PROJECT DESCRIPTION**

**TITLE: BALDWIN COUNTY COMMISSION: THE MEADOWS PARK PUBLIC ACCESS**

***Description***

The Alabama Department of Conservation and Natural Resources (ADCNR), State Lands Division, Coastal Section will provide funding to the Baldwin County Commission (BCC) to design, permit, and install a parking area on the Meadows parcel, located on County Road 1 near the mouth of Weeks Bay in Baldwin County. The tract is adjacent to the Meadows Forever Wild Land Trust tract, which is managed as part of the WBNERR. This parking area will serve as the gateway to the larger Meadows management unit, which has been under active fire management for a number of years and contains a remnant forestry road network which will provide the backbone for recreational trails development in the future.

***Products/Outcomes***

**1. The Meadows Park Public Access**

The Baldwin County Commission will provide public access to the County's Meadows Property which adjoins ADCNR managed Forever Wild Land Trust property. A small parking area will be installed along CR 1 at the entrance to the property. The parking area will be thirty-two (32') deep and eighty-eight feet (88') wide.

The scope of work will include the following:

1. Site Evaluation
2. Project Permitting including local, state and federal permits
3. Parking lot installation
4. Interpretive Educational Sign Design, Purchase and Installation
5. Project Closeout

**2. Timeline**

1<sup>st</sup> QUARTER: The parking area will be designed and delineated; a USACE Permit will be submitted for any impacts associated with the parking area.

2<sup>nd</sup> QUARTER: Design will be completed and submitted for final review.

3<sup>rd</sup> QUARTER: The parking area will be cleared, and the parking spaces will be built by county staff; the interpretive signage will be designed and ordered.

4<sup>th</sup> QUARTER: The interpretive signage will be installed and the agreement will be closed out.

**3. Monthly Progress Reports**

The BCC will submit monthly performance progress reports. Reports are due on the 10<sup>th</sup> day of each month this Agreement is in effect. These reports shall include, but not be limited to the following:

- Activities undertaken during the period;
- Difficulties encountered;
- Changes needed; and
- Observations and/or recommendations.



4. Budget

<b>Category</b>	<b>Federal</b>	<b>Non-Federal (BCC)</b>	<b>Total</b>
<i>Personnel</i>	\$0	\$25,000	\$25,000
<i>Equipment</i>	\$0	\$25,000	\$25,000
<i>Other</i>	\$50,000	\$0	\$50,000
<b>Total</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$100,000</b>



Department of Commerce  
National Oceanic and Atmospheric Administration (NOAA)  
NOS Office for Coastal Management (OCM)

RECIPIENT INFORMATION	FEDERAL AWARD INFORMATION
<p><b>1. Recipient Name</b> ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N UNION ST MONTGOMERY, AL 36130</p> <p><b>2. Congressional District of Recipient</b> 02</p> <p><b>3. Employer Identification Number (EIN)</b> 636000619</p> <p><b>4. UEI</b> WLNMNKHKF5T1</p> <p><b>5. Recipient Point of Contact</b> Amy King Amy.King@dcnr.alabama.gov</p> <p><b>6. Authorized Official</b> Will Underwood Will.Underwood@dcnr.alabama.gov</p>	<p><b>10. Award Number / FAIN</b> NA24NOSX419C0041-T1-01 Revision 1 / NA24NOSX419C0041 / Mod 1</p> <p><b>11. Award Type</b> Cooperative Agreement</p> <p><b>12. Period of Performance Start Date &amp; End Date</b> 10/01/2024 – 03/31/2026</p> <p><b>13. Federal Share of Cost</b> \$1,781,000</p> <p><b>14. Recipient Share of Cost</b> \$1,691,000</p> <p><b>15. Total Federal and Recipient Cost</b> \$3,472,000</p> <hr/> <p><b>16. Opportunity Number</b> NOAA-NOS-OCM-2024-26533</p> <p><b>17. Project Title</b> Implement CZM Program in the Alabama Coastal Area and the two coastal counties of Baldwin and Mobile.</p>
<p><b>FEDERAL AGENCY CONTACT INFORMATION</b></p> <p><b>7. Grant Specialist</b> Kylie Brock kylie.brock@noaa.gov</p> <p><b>8. Program Officer</b> Hilliard Hicks Hilliard.Hicks@noaa.gov</p> <p><b>9. Grant Officer</b> Jewel Linzey jewel.linzey@noaa.gov</p>	<p><b>18. Assistance Listing Number and Name</b> 11.419 Coastal Zone Management Administration Awards</p> <p><b>19. Award Action Type</b> New Competing (UNFUNDED - Other)</p> <p><b>20. Multiyear Award?</b> No</p> <p><b>21. R&amp;D Award?</b> No</p> <p><b>22. Construction Award?</b> No</p> <p><b>23. Grants Officer – Signature and Date</b> Freddie L. Isaac – 08/28/2024</p>



Department of Commerce  
NOAA  
NOS Office for Coastal Management (OCM)

Notice of Award  
NA24NOSX419C0041-T1-01

## NOTICE OF NOAA AWARD COVER LETTER

Congratulations, you are the recipient of NOAA award Number NA24NOSX419C0041-T1-01.

This Notice of Award (NoA) approved by the NOAA Grants Officer, constitutes the official grant award and the obligation of Federal funding. The NoA serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.419
- Project Period: 10/01/2024 – 03/31/2026
- Program Office: NOS Office for Coastal Management (OCM)
- Program Officer: Hilliard Hicks
- Program Officer Phone:
- Program Officer Email: Hilliard.Hicks@noaa.gov
- Total Federal Funding: \$1,781,000
- Total Non-Federal Funding: \$1,691,000
- Organization Name: ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
- Project Title: Implement CZM Program in the Alabama Coastal Area and the two coastal counties of Baldwin and Mobile.
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
  - o Amy King

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

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**SECTION I – BUDGET INFORMATION****Approved Budget**

	Year 1 Federal	Year 2 Federal	Total
Personnel(non-research)	\$255,522	\$0	\$255,522
Fringe Benefits	\$114,610	\$0	\$114,610
Travel	\$12,131	\$0	\$12,131
Supplies	\$8,150	\$0	\$8,150
Contractual	\$1,186,388	\$0	\$1,186,388
Other	\$77,086	\$0	\$77,086
Total Direct Charges	\$1,653,887	\$0	\$1,653,887
Indirect Charges	\$127,113	\$0	\$127,113
Federal	\$1,781,000	\$0	\$1,781,000
Non-Federal	\$1,691,000	\$0	\$1,691,000

**Authorized**

	Previous	Change	Cumulative
Federal	\$1,781,000	\$0	\$1,781,000
Non-Federal	\$1,691,000	\$0	\$1,691,000
Total	\$3,472,000	\$0	\$3,472,000

**Authorized Funding Codes**

					Previous	Change	Cumulative
140Y8KMCZM	24P01	141017000 000000000	41001300	CZM Basic Grants	\$1,691,000	\$0	\$1,691,000
140Y8KMCEG	24P01	141017000 000000000	41001300	CZM Enhanceme nt Gran	\$90,000	\$0	\$90,000
Total					\$1,781,000	\$0	\$1,781,000

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**SECTION II – NOAA STANDARD TERMS AND CONDITIONS**

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101  
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS  
<https://www.commerce.gov/oam/policy/financial-assistance-policy>  
The Department of Commerce Financial Assistance Standard Terms and Conditions (ST&C) issued November 12, 2020, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions  
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)  
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

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**SECTION III – SPECIFIC AWARD CONDITIONS**

Reason for Revision:

1) To correct an administrative error in cancelling/remove the Special Award Condition "Funding Restriction for Task #306-7 Protect and Enhance Coastal Uses and Planning Efforts" per the FPO request.

2) Special Award Condition "Funding Restriction for Task #306-7 Protect and Enhance Coastal Uses and Planning Efforts" listed under Terms and Conditions are no longer applicable to this award.

## **SPECIAL TERMS**

### **New Award**

This formula/allotment award number NA24NOSX419C0041 to ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES supports the work described in the Recipient's proposal entitled "Implement CZM Program in the Alabama Coastal Area and the two coastal counties of Baldwin and Mobile", dated 05/24/2024, as revised on 6/10/2024 and 8/14/24, which is incorporated into the award by reference. This award is made under the following statutory authorities: Coastal Zone Management Act, 16 U.S.C. 1455, 1455a, 1456b. Where the terms of the award and proposal differ, the terms of the award shall prevail.

The terms in Section II of the Notice of Award applicable to this award are the version in effect at the time of award, unless the award is amended. Historical versions of 2 CFR 200 are available by clicking links at the top of the eCFR weblink in the Notice of Award.

### **Matching Requirement**

Since this award requires the Recipient to provide \$1,691,000.00 in project-related costs from non-Federal sources, the Recipient must maintain in its official accounting records an accounting of \$3,472,000.00.

### **Indirect Rate Agreement**

The expiration date for the indirect cost rate 27.19% used in this award is 09/30/2024. Once a new rate is approved, your organization must submit the new Negotiated Indirect Cost Rate Agreement (NICRA) to NOAA GMD within 60 calendar days of receipt of the agreement. If the new rate requires an upward adjustment of the Indirect Costs budget line, a rebudget request might be necessary.

### **Delinquent Single Audit**

In accordance with Audit Requirements in 2 CFR Part 200 Subpart F and Department of Commerce Financial Assistance Standard Terms and Conditions Section D.01, non-Federal entities that expend \$750,000 or more during their fiscal year in Federal awards are required to submit a single audit report to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Your organization spent over \$750,000 in Federal funds in Fiscal Year 2023, therefore, you were required to submit a current Single Audit to the Federal Audit Clearinghouse no later than 06/30/2024. The Federal Audit Clearinghouse database was checked as of 08/06/2024, and your organization's Fiscal Year 2023 Single Audit was not listed, which means that your organization is not in compliance with Federal and Agency requirements.

Please submit your Fiscal Year 2023 Single Audit to the Federal Audit Clearinghouse within 60 days from receipt of this award. There is an exception for Indian Tribes and Tribal organizations for single audit reporting - please see 200.512 B(2), and section C of the

same part for Reporting Package information.

Failure to meet this requirement may result in your organization's designation as Risk Recipient by the Agency. This will inhibit your immediate access to withdraw funds for your project from the Automated Standard Application for Payments (ASAP) System, and SF-270 Request for Advance and Reimbursement' will be the method of payment until receipt of your current Single Audit.

Due date: November 30, 2024.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
11/30/2024	Please submit the required documents.	Unresolved	

### Substantial Involvement For Cooperative Agreement

This award is created as a cooperative agreement because of the substantial involvement of NOAA personnel in the award activity. NOAA personnel will collaborate with the Recipient's scientists, research associates, students, or other personnel on projects of mutual interest throughout the award period.

NOAA Office for Coastal Management (OCM) staff will provide technical assistance and guidance to the Recipient and participate in programmatic activities beyond normal stewardship responsibilities in the administration of the award. OCM staff will closely monitor the award, and in its discretion, may review or monitor local programs for which the Recipient remains responsible. NOAA will collaborate and coordinate with the recipient on the project, and/or provide training on project-related matters to project staff, and provide assistance in the management and technical performance of the project activities. NOAA may require milestones before subsequent stages of the project may continue. NOAA may limit the recipient's discretion with respect to the scope of work, organizational structure, staffing, mode of operations, and other management processes, which will be coupled with close monitoring of operational involvement during performance.

### Tangible Property Reporting and Disposition

Tangible personal property has been identified and budgeted in the grant application. The Recipient must report such property to NOAA. The SF-428, SF-428-B (final report), and as needed, the SF-428-S (inventory list) must be submitted no later than 120 days after the project end date. The SF-428-C (the disposition report) must be submitted when the property is no longer required for the purpose of the project, and in accordance with 200.311-314. These forms can be accessed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

### Foreign Air Carrier

The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the recipient must receive prior approval from the Grants Officer.

## Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

*Buy America Preference.* Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. The construction materials standards are listed below.

*Incorporation into an infrastructure project.* The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies.* An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

*Application of the Buy America Preference by category.* An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

*Determining the cost of components for manufactured products.* In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a),

plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

*Construction material standards.* The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

### *Waivers*

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);



the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (nonavailability waiver); or

the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver).

A request to waive the application of the Buy America Preference must be in writing. The Department will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

### *Definitions*

**“Buy America Preference”** means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

**“Construction materials”** means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

- i. Non-ferrous metals;
- ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- iii. Glass (including optic glass);
- iv. Fiber optic cable (including drop cable);
- v. Optical fiber;
- vi. Lumber;
- vii. Engineered wood; and
- viii. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**“Infrastructure”** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities;

broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

**“Infrastructure project”** means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

**“Iron or steel products”** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**“Manufactured products”** means:

1. Articles, materials, or supplies that have been:

i. Processed into a specific form and shape; or

ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

**“Predominantly of iron or steel or a combination of both”** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**“Section 70917(c) materials”** means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

## IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

## FY2024 CZM Programmatic Terms

A. Continuing Reviews and Updated Tasks: Continuing review of project performance occurs under Section 312 of the Coastal Zone Management Act, 16 U.S.C. 1458. Based on the findings and recommendations in these evaluations, the Recipient shall negotiate new or revised tasks with NOAA within the existing project funds and award period. As needed, project and budget revisions will be documented in the NOAA Grants Online system.

B. Meeting Attendance: The Coastal Zone Management (CZM) Program Manager or their designee are expected to attend both the Annual Ocean and Coastal Program Managers Meeting and the applicable regional CZM meeting to comply with the requirements of the scope of work. Due to the global pandemic, attendance at these meetings may be virtual or in-person. These meetings provide a unique and important opportunity for the state to interact with NOAA staff, coastal program staff from other states, and other individuals working on relevant CZM issues. In addition, significant programmatic issues are discussed at these meetings, so it is critical that at least one staff member from each state attend. NOAA OCM does not require, but strongly supports, the use of federal funds for additional staff members to attend the annual managers' and regional meetings, if the meetings are held in-person.

C. Separate Accounting Based on Coastal Zone Management Act Sections: The Recipient is required to maintain separate budgets and accounting for Coastal Zone Management Act (CZMA) Section 306, Section 309, and Section 310 tasks. See 16 U.S.C. 1455, 1456b, 1456c. The Recipient shall not reprogram funds between CZMA Section 306, Section 309, or Section 310 tasks. See 16 U.S.C. 1455, 1456b, 1456c.

D. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

E. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

F. Requirements for Section 306A Projects:

(a) In the event there are title discrepancies or encumbrances that NOAA deems interfere with purposes for which the 306A funds were granted, or if NOAA determines that project or property is no longer used for its original purpose, the Recipient shall reimburse NOAA for Federal funds received for the project consistent with 2 C.F.R. Part 200 Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA are authorized in writing by the Grants Officer.

(b) Federal funds are not permitted to be expended on Section 306A awards until the NOAA Office of Coastal Management (OCM) reviews and approves the projects in conformance with NOAA's section 306A Guidance. Specifically, no federal funds may be expended and work on the project is not approved until the state has submitted to OCM a complete Section 306A Questionnaire (and any other required information) for each Section 306A project and receives approval from NOAA. If, for some reason, a section 306A project ceases to be used as approved by NOAA, the state shall reimburse to NOAA the federal funds consistent with 2 C.F.R. Part 200 Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA are authorized in writing by the Grants Officer.

(c) For construction projects, the recipient must be in compliance with disability access requirements, including the 2010 Americans with Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of construction, as described in the Department of Commerce Financial Assistance Standard Terms and Conditions. The recipient further agrees that any construction project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this award and in accordance with the provisions of the award for its estimated useful life.

(d) The Recipient shall cause to be erected at the site of any construction project, and maintained during the construction, signs satisfactory to NOAA/OCM that identify, at a minimum, the project, include a NOAA logo, and indicate that the project is being funded through the National Coastal Zone Management Program. The Recipient shall also maintain a permanent plaque or sign at the project site with the same information.

G. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

H. Unoccupied Aircraft Systems: Uncrewed Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for coordinating with the Federal Program Officer regarding any applicable policies and standards in NOAA's Office of Marine and Aviation Operations (OMAO) Handbook (June 2022, and any updates). See <https://www.oma.noaa.gov/learn/aircraft-operations/aircraft/uncrewed-aircraft-systems>. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operation.

I. Supplemental Guidance on Acknowledgement of Sponsorship: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications Special Award Condition in this award: The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

J. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.d., all international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. 40118.

K. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

## Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary.

If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

**SF-425: Federal Financial Report - Cash Flow - Section 306/306A**

Federal Financial Reports for Section 306/306A are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. FFR PDF forms may be uploaded and comments may be included in the submission.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
04/30/2025	Please submit your Federal Financial Report (FFR) for the period ending 03/31/2025.	Unresolved	
10/30/2025	Please submit your Federal Financial Report (FFR) for the period ending 09/30/2025.	Unresolved	

**SF-425: Federal Financial Report - Cash Flow - Section 309**

Federal Financial Reports for Section 309 are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. FFR PDF forms may be uploaded and comments may be included in the submission.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
04/30/2025	Please submit your Federal Financial Report (FFR) for the period ending 03/31/2025.	Unresolved	
10/30/2025	Please submit your Federal Financial Report (FFR) for the period ending 09/30/2025.	Unresolved	

**SPECIAL CONDITIONS**

**Funding Restriction for Task #306A-101, Public Access Improvements**

Task 306A-1 was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$23,284 for task 306A-1 until the recipient provides to NOAA: Scope of work, title info, completed 306A questionnaire, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management by December

1, 2024. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds \$23,284 to complete Task 306A-1, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
12/01/2024	Provide to NOAA: Essential consultation to satisfy requirements for NEPA.	Unresolved	

## **STANDARD TERMS AND CONDITIONS**

### **Performance Progress Report (PPR)**

Project Progress Reports are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. A comprehensive final Project Progress Report is due within 120 days after the award expiration date and will include the last interim reporting period.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
04/30/2025	Reporting Period 10/01/2024 - 03/31/2025	Unresolved	
10/31/2025	Reporting Period 04/01/2025 - 09/30/2025.	Unresolved	
04/30/2026	Reporting Period 10/01/2025 - 03/31/2026	Unresolved	