

STATE OF ALABAMA

ADCNR Grant #: S1P11-LHSP

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 4

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the Baldwin County Commission (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Spill Impact project titled “State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection” (hereinafter “Project”). The purpose of this project is to improve the shoreline at Lillian Park; reduce the overall maintenance costs due to rapid sand and debris build up on the ramp; create a more stable and usable public beach; and, to protect adjacent properties from beach erosion, further described in the Federal Award [REDACTED]. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 4 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. [REDACTED], State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection. This amendment executes the following action:

1. Adds \$60,001.00 in federal funding,
 2. Corrects an administrative error in the Total Amount of Federal Funds Obligated to Subrecipient, and
 3. Extends the period of performance (POP) to 12/31/2028
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): [REDACTED]
 - b. Federal Award Period of Performance: 05/01/2020-12/31/2028
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$2,333,614
 - d. Subrecipient UEI: [REDACTED]
 - e. Total Amount of Federal Award: \$2,520,383
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%

3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of two million, three hundred thirty-three thousand, six hundred fourteen and xx/100 dollars (\$2,333,614).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on May 1, 2020 and end on December 31, 2028.
5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties on May 1, 2020 and end on December 31, 2028 (hereinafter "Agreement Term").
6. **CLOSEOUT PROCEDURES:** The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
7. **BOYCOTT:** In compliance with Act 2016-312, Permittee 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 contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

8. **PRORATION and NON-APPROPRIATION:** 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 Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under the contract. 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 Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the Agreement, of renegotiating the Agreement to extend or change payment terms or amounts, or terminating the Contract. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.
9. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, subrecipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and

deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

10. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

Baldwin County Commission
Attn: James E. "Jeb" Ball
312 Courthouse Square
Bay Minette, Alabama 36507

Frank Lundy, Baldwin County Engineer
Baldwin County Commission
312 Courthouse Square
Bay Minette, Alabama 36507
flundy@baldwincountyal.gov

11. PARTIES REPRESENT THAT THIS AGREEMENT, AS AMENDED, 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.
12. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. [REDACTED] and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

BALDWIN COUNTY COMMISSION

James E. "Jeb" Ball, Chairman

Date: _____

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION – REV JANUARY 2024

The entity identified in this agreement for project: **Lillian Park Beach Habitat and Shoreline Protection** is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification under 2 CFR 200.332.	
(i) Subrecipient’s name (must match name associated with its UEID);	BALDWIN COUNTY COMMISSION
(ii) Subrecipient's unique entity identifier;	UEID # ██████████
(iii) Federal Award Identification Number (FAIN);	██████████
(iv) Federal Award Date (date of award to the recipient by the Federal agency);	04/06/2026
(v) Subaward Period of Performance Start and End Date;	From 05/01/2020 through 12/31/2028
(vi) Subaward Budget Period Start and End Date;	From 05/01/2020 through 12/31/2028
(vii) Amount of Federal Funds Obligated in the subaward;	\$\$2,520,383
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	\$2,333,614
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$2,333,614
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	“Lillian Park Beach Habitat and Shoreline Protection”. The purpose of this project is to improve the shoreline at Lillian Park; reduce the overall maintenance costs due to rapid sand and debris build up on the ramp; create a more stable and useable public beach; and, to protect adjacent properties from beach erosion.
(xi) Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
(xii) Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: <u>CFDA # 21.015</u> Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: ██████████ is \$2,520,383.
(xiii) Identification of whether the Federal award is for research and development; and	This is not a R&D award.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 24.09% for the Federal award.