

NOW, THEREFORE, BE IT RESOLVED that the City of Florence, Alabama, will hold in reserve \$437,073.32, for the purpose of matching the Land and Water Conservation Fund assistance; and

BE IT FURTHER RESOLVED that in the event a grant is awarded, the City of Florence, Alabama, understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations, and that the property acquired and/or developed with Land and Water Conservation Fund assistance will be maintained for public outdoor recreation in perpetuity as required by the Land and Water Conservation Fund Act of 1965.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

**Subrecipient's Name:** City of Florence

**Subrecipient's Unique Entity Identifier Number:** KM3ALCPF6M3

**Federal Award Identification Number (FAIN):** P24AP01979

**Federal Award Date:** September 25, 2024

**Subaward Period of Performance Start Date and End Date:** October 1, 2024, through March 31, 2026

**Subaward Budget Start Date and End Date:** October 1, 2024, through March 31, 2026

**Amount of Federal Funds Obligated by this Agreement:** \$437,073.32

**Total Amount of Federal Funds Obligated to Subrecipient:** \$437,073.32

**Total Amount of Federal Award:** \$437,073.32

**Total Project:** \$874,146.64

**Subrecipient Amount:** \$437,073.32

**ADECA Percentage:** 50%

**Subrecipient Percentage:** 50%

**Project Name:** McFarland Park Campground Improvements

**Federal Award Project Description:** Construct new RV camping pads and a stone firepit; upgrade electrical service to the campground to include Wi-Fi hotspots and internet service; upgrade water and sewer hookups at RV campsites; install a new entry sign; widen access roads; landscape the area; and purchase and install irrigation bags for trees, picnic tables, grill stations, and firepit seating at McFarland Park Campground.

## Land and Water Conservation Fund Program (LWCF) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's LWCF Program administered by ADECA, under LWCF Project Number **22-LW-1089** made to the Subrecipient from the Federal Award (FAIN **P24AP01979**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Public Law 88-578, as amended. The funding agency is the National Park Service (NPS) of the DOI. The award of funds is made under the title of Outdoor Recreation Acquisition, Development and Planning (popular name, LWCF) Grant Funds. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or the DOI, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the U.S. Department of the Interior LWCF Program Regulations published at 36 C.F.R. Part 59, and State Policies; (4) the *Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 72*, and by extension any *ADECA Land and Water Conservation Fund (LWCF) Administrative Manual* and any addendums thereto; (5) the DOI Standard Award Terms and Conditions (effective December 2, 2019); and (6) the following Terms and Conditions:

### A. DEFINITIONS

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the Federal grant awarded from the Federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN **P24AP01979**.

7. "Manual" means the *Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 72*.

8. "Program" means the LWCF Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

9. "State" means the State of Alabama.

10. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Award.

11. "NPS" means the National Park Service, United States Department of the Interior.

12. "Director" means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

13. "Secretary" means the Secretary of the Department of Interior, or any representative lawfully delegated the authority to act for such Secretary.

14. "Land and Water Conservation Fund" or "LWCF" means the Financial

Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

#### **C. CHANGES**

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the LWCF project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F., below, without a formal amendment to this Agreement.

#### **D. PERSONNEL**

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the

activities and administrative services described in the Subrecipient's ADECA-approved Application, or the terms of this Agreement are not adhered to or are not progressing according to this Agreement.

2. The Subrecipient by execution of this Agreement certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement, substantially in compliance with this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

## **F. METHOD OF PAYMENT**

1. ADECA and the Subrecipient have agreed upon a total payment of LWCF funds not to exceed **\$437,073.32**.

2. The Subrecipient will be paid on an advance payment basis if it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds, and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 C.F.R. § 200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the Federal awarding agency has specific conditions per 2 C.F.R. § 200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved

hereafter in effect, pertaining to the Federal Assistance provided.

7. The Subrecipient must invoice no less than quarterly but may invoice as often as once a month. All invoices must be cleared within sixty (60) days of the close of the Agreement and appropriate backup data must be furnished with each invoice in accordance with ADECA's LWCF Policy.

8. In addition to the above clauses, the Subrecipient, and its contractors and subcontractors, shall agree with and adhere to the terms stated in Section L., below.

## **G. CLOSEOUT PROCEDURES**

Within 90 days of the project completion date (when all work on a project is completed, or the date the project expires, whichever comes first), the Subrecipient shall follow the ADECA Federal Initiatives and Recreation Division's established LWCF Program closeout procedures when closing the LWCF project under this Agreement. The Subrecipient may access ADECA's LWCF Program closeout documents from the ADECA Federal Initiatives and Recreation Division's LWCF Program staff and on the ADECA website at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

## **H. RECORD RETENTION**

1. Financial records, supporting documents, statistical records, and all other Subrecipient (to include ADECA, the Subrecipient, contractors, and subcontractors) records pertinent to a Federal award (to include the LWCF project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to the U.S. Department of the Interior, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to the U.S. Department of the Interior (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

**I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD**

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 36 C.F.R. Part 59, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review LWCF project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

**J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS**

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Regulations; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

**K. REQUIRED TERMS UNDER 2 C.F.R. § 200.327**

For any and all contracts made by a non-Federal entity under a Federal Award, the



(1) **Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Agreement, hereby agree as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above contract and terms.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. COPELAND "ANTI-KICKBACK" ACT**

For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

#### **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event this Agreement or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701-08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29

Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

In the event this Agreement or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. § 1251–1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

## **8. DEBARMENT AND SUSPENSION**

(a) The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.sam.gov>.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary

Amendment, 31 U.S.C. § 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

## **11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

## **12. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Subrecipient should, to the

## **L. OTHER APPLICABLE FEDERAL AND STATE LAWS**

In addition to the above sections, the Subrecipient, and any contractor or subcontractor, agrees with, and shall adhere to, the following:

### **1. TOBACCO SMOKE**

Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

### **2. DRUG-FREE WORKPLACE REQUIREMENTS**

Under the Drug-Free Workplace Act of 1998, 41 U.S.C. Parts 701-707, a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must: (1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a workplace drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-Free Workplace Act throughout the life of the award.

### **3. TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Public Law 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all



**5. HUMAN TRAFFICKING PROVISIONS**

This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

**6. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

As stated in Section 507 of Public Law 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.

**7. MANDATORY DISCLOSURES**

Pursuant to 2 C.F.R. 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.

**8. NOT TO CONSTITUTE A DEBT OF THE STATE**

It is agreed that the terms, conditions, and commitments contained herein this Agreement shall not be constituted as a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

**9. CONFLICTING PROVISION**

(c) 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.

(c) 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.

## **11. DISCLAIMER**

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

(b) No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

## **12. ACCESS TO RECORDS**

The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers,

#### **14. CONTINGENCY CLAUSE**

(a) It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

(b) Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

#### **15. CONFLICT OF INTEREST**

Subrecipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Subrecipient is responsible for notifying ADECA in writing of any conflicts of interest that may arise during the life of the award.

##### **(1) Applicability**

(1) This section intends to ensure that Subrecipients and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict of interest provisions in 2 C.F.R. § 200.318 apply.

award with respect to that Subrecipient or in development or the requirement leading to the funding announcement.

(3) No actual or prospective Subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that Subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that Subrecipient.

(3) Notification

Subrecipients, including applicants for financial assistance awards must disclose in writing any conflict of interest to the DOI awarding agency or ADECA in accordance with 2 C.F.R. § 200.112, Conflicts of interest.

(4) Restrictions on Lobbying

Subrecipients are strictly prohibited from using funds under this grant for lobbying activities and must provide the required certifications and disclosures pursuant to 43 C.F.R. Part 18, 31 U.S.C. § 1352, and 18 U.S.C. § 1913.

(5) Review Procedures

The NPS will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(6) Enforcement

Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to resolve

pass-through entity and the same Subrecipient, or the 15% de minimis rate or the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal award. Once chosen, the method must be used consistently for all Federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

## **17. AUDIT REQUIREMENTS**

(a) All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend \$1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies must be submitted

unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

## **19. SUSPENSION OF PAYMENTS**

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

## **20. DISCLOSURE STATEMENT**

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.

## **21. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (DATED JANUARY 25, 2021)**

Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

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

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), Pub. L. No. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Subrecipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure 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 for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

For more information, please visit the DOI's website and search for Buy America and the White House's website and search for the Made in America Office.

### Waivers

When necessary, the Subrecipient may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

(1) **Non-availability 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;

(2) **Unreasonable Cost Waiver:** 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; or

(3) **Public Interest Waiver:** applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver. Visit the DOI's website for more information.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Subrecipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a Subrecipient



(3) Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).

(4) Infrastructure project description(s) and location(s) (to the extent known).

(5) List of iron and steel item(s), manufactured goods, and construction material(s) the Subrecipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

(6) A certification that the Subrecipient made a good faith effort to solicit bids for domestic products supported by terms included in request for proposals, contracts, and nonproprietary communications with the prime contractor.

(7) A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the Subrecipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

(8) Anticipated impact if no waiver is used. Approved waivers will be posted at <http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; Subrecipients requesting a waiver will be notified of their waiver request determination by ADECA.

### Definitions

“Construction materials” includes an article, material, or supply that is or

“infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

### **Buy America Preference Alternate Small Award Term**

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the SAT, currently \$250,000.00.

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

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

While this waiver permits the use of nondomestic materials for DOI financial assistance awards that do not exceed the SAT, subrecipients shall still maximize the

55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; 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 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.

For more information, please visit the DOI's website and search for Buy America and the White House's website and search for the Made in America Office.

In the event the total amount of this award increases to an amount that exceeds the SAT, Subrecipients shall notify ADECA of any nondomestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Subrecipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

(1) Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

Financial Assistance Programs for Infrastructure, for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, Subrecipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

### **23. PROGRAM INCOME**

If the Subrecipient earns program income, as defined in 2 C.F.R. § 200.1, during the period of performance of this Agreement, to the extent available the Subrecipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 C.F.R. § 200.305(b)(5)). As allowed under 2 C.F.R. § 200.307, program income may be added to the Federal award by the Federal agency and ADECA. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the Agreement closeout process.

### **24. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS**

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 et seq.; Ala. Code § 41-4-110 et seq.), the Alabama Public Works Law (Ala. Code § 39-1-1 et seq.), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 et seq.), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala.

the signed and dated project boundary map made part of that agreement is being acquired and/or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary of the DOI, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary of the DOI shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to 54 U.S.C. 200305(f)(3). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary of the DOI or designee.

(e) The Subrecipient agrees that the property and facilities described in this Agreement shall be operated and maintained as prescribed by the Manual, and by extension the *ADECA Land and Water Conservation Fund Administrative Manual* requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

(f) The Subrecipient agrees that prior to the completion of this project, the State and the Director may mutually alter the area described in the Agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded protection as LWCF reimbursement is provided.

(g) The Subrecipient agrees that in the event the NPS provides LWCF assistance for the acquisition or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or

unascertainable extent the amount of money furnished by the LWCF Program by way of assistance under the terms of this Agreement. The Subrecipient agrees that payment by the Subrecipient to the State of an amount equal to the amount of assistance extended under this Agreement would be inadequate compensation to the State for any breach by the Subrecipient of this Agreement.

The Subrecipient further agrees, therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this agreement shall be the specific performance of this Agreement or the submission and approval of a conversion request.

(i) The Subrecipient agrees that a permanent record shall be kept in the public property records and available for public inspection to the effect that the property described in the scope of this Agreement, and the signed and dated project boundary map made part of this Agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the DOI Secretary.

(j) The Subrecipient agrees that work on the project will begin within 180 days following the receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence. The Subrecipient must provide a written request for an extension for the 180-day period within the first 120 days following the notification that funds have been approved.

(k) The Subrecipient agrees that facilities will be designed to comply with the Architectural Barriers Act of 1968 (Pub. L. No. 90-480) and 43 C.F.R. Part 17.

(l) The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as ADECA may require.

purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

(p) Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS and ADECA are strongly committed to the objectives of this policy and encourage all Subrecipients of LWCF grants to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. Subrecipients are required to notify ADECA's Office of Minority Business Enterprise of all procurement opportunities to include the purchase of equipment, construction, or services.

(q) The Subrecipient agrees to comply with FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.

(r) The Subrecipient agrees to comply with 2 C.F.R. Part 170, "Reporting Subawards and Executive Compensation."

(s) The Subrecipient shall not discriminate against any person on the basis of residence in accordance with Section V of the DOI Standard Terms and Conditions, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

(t) The Subrecipient acknowledges the intent of the parties hereto that it will use moneys granted hereunder for the purposes of this program, and that assistance granted from the LWCF Program will result in a net increase, commensurate at least with the Federal Cost-share, in a participant's outdoor

regulations, codified in 40 C.F.R. Part 15.

(x) The Subrecipient agrees that it possesses legal authority to apply for the grant, and to finance, construct, and effectively operate and maintain the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the Application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the chief elected official to act in connection with the Application and to provide such additional information as may be required.

(y) Unless exempted from this requirement under 2 C.F.R. § 25.110, the Subrecipient must maintain the currency of their information in the System for Award Management (SAM) until submission of their final financial report required under this Agreement or receipt of final payment, whichever is later. The requirements in this part do not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office before award per 2 C.F.R. § 25.110(d).

(z) Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

(aa) By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

(bb) The Subrecipient agrees to follow the applicable provisions of Title 2 C.F.R., Subtitle B, Chapter XIV, Parts 1400–99, the “Financial Assistance Interior Regulations.”

(cc) In addition to Subparts A-F of the Uniform Guidance, State and local governments and tribal recipients are required to follow applicable Uniform Guidance



## **26. HISTORIC PRESERVATION**

The Subrecipient agrees to comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), and the Advisory Council on Historic Preservation regulations (43 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this project on historic properties. The Act requires Federal agencies to take into account the effects of their undertaking on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying ADECA of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking, ADECA in coordination with NPS shall consult per provisions of 36 C.F.R. § 800.13.

## **27. FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION, EXECUTIVE ORDERS 11988 AND 11990**

The Subrecipient agrees to comply with Executive Orders 11988 and 11990, which requires avoidance, to the extent possible, the long and short term adverse impacts associated with modifying or occupying floodplains and wetlands. If implementing this project would result in an adverse impact to a Federal or state regulated floodplain or wetland, a statement of finding must be included in the Environmental Assessment or Environmental Impact Statement documenting the coordination efforts, a description of affected floodplain and wetland resources, alternatives considered to developing in the floodplain and/or wetland, and actions to avoid, minimize and/or mitigate impacts.

record:

This Property has been acquired and/or developed with Federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, (Public Law 88-578; currently codified at 54 U.S.C. § 2003 *et seq.*). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only under such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

### **30. OPERATION AND MAINTENANCE**

The Subrecipient further agrees to operate and maintain the LWCF assisted facilities in accordance with the procedures, regulations and directives of the State and the Federal government. In this regard, the Subrecipient understands that overhead utility lines are prohibited within the park boundary area.

### **31. NON-DISCRIMINATION**

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. § 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, gender identity, national origin, disabilities, religion, age, or sex.

(including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

#### **34. PUBLIC INFORMATION AND ENDORSEMENTS**

(a) The Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies any governmental endorsement of a business, product, service, or position which the Subrecipient represents. No release of information relating to this award may state or imply that any governmental entity approves of the Subrecipient's work products or considers the Subrecipient's work product to be superior to other products or services.

(b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document, along with any mention of trade names, are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government, the State of Alabama, or ADECA.

(c) The Subrecipient must obtain prior approval from ADECA for any public information releases concerning this award which refer to the DOI or any governmental employee by name or title. The specific text, layout photographs, etc., of the proposed release must be submitted with the request for approval.

(d) The Subrecipient further agrees to include this provision in a subaward, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.

The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

**37. PROHIBITION ON ISSUING FINANCIAL ASSISTANCE AWARDS TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235), prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

**38. DATA AVAILABILITY**

(a) *Applicability.* The DOI is committed to basing its decisions on the best available science and providing the American people with enough information to

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

**M. PROGRESS REPORTS**

The Subrecipient agrees to submit quarterly progress reports to ADECA and at any other time as requested by ADECA. The quarterly reports must include project activities that occurred during the quarter for which the Subrecipient is reporting and the project activities the Subrecipient anticipates occurring during the following quarter. The reports must be signed and dated by the chief elected official, President, Commissioner, or Executive Director. The reporting schedule is as follows:

<b>Quarter Ending</b>	<b>Report Due Date</b>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

**N. AWARD SPECIFIC TERMS AND CONDITIONS**

The Subrecipient must comply with all Section 106 and NEPA documentation conveyed by the lead federal agency Tennessee Valley Authority (TVA) prior to ground disturbing activities.



Kenneth W. Boswell, Director

10/25/2024  
(Date)

ATTEST:



(Name)

Executive Assistant

(Title)

10/25/2024  
(Date)



Authorized Official

11/12/24  
(Date)

ATTEST:



(Name)

Executive Assistant

(Title)

11/12/24  
(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.



Meg Williams Fiedler  
General Counsel for ADECA