



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 464
MONTGOMERY, ALABAMA 36130

ROBERT BENTLEY
GOVERNOR

N. GUNTER GUY, JR.
COMMISSIONER

CURTIS JONES
DEPUTY COMMISSIONER

PATRICIA J. POWELL
DIRECTOR

WILLIAM H. BRANTLEY, JR.
ASSISTANT DIRECTOR

STATE LANDS DIVISION
TELEPHONE (334) 242-3484
FAX (334) 242-0999

March 7, 2017

City of Foley
Attention: Miriam Boutwell
200 North Alston Street
Foley, AL 36535

RE: Grant #FOLEY-CZM-306-16-1
City of Foley

Dear Ms. Boutwell:

Enclosed is a fully executed original of the above referenced grant for your records. This office has retained an original and another original has been forwarded to our coastal office.

Should you have any questions or need assistance regarding this matter, please contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nyla Chaney".

Nyla Chaney
Legal Assistant
State Lands Division

Enclosure

Grant

This Grant is effective as of October 1, 2016, by and between the Alabama Department of Conservation and Natural Resources, State Lands Division, hereinafter referred to as "Lands," and the City of Foley, hereinafter referred to as the "Grantee." The agreement consists of five (5) typewritten pages and three (3) attachments, as described in Section II.

I. GENERAL PROVISIONS

A. PURPOSE:

The purpose of this Grant is to implement the provisions of Section 306 of the Coastal Zone Management Act of 1972, as amended.

B. SCOPE OF SERVICES:

The Scope of Services is provided and is set out in Attachment A, which is hereby made a part of this agreement.

C. PROGRAM TITLE & FUNDING:

1. The Coastal Zone Management Program under which this agreement is made is financed in part with funds under provisions of the National Oceanic and Atmospheric Administration (NOAA) for the fiscal year 2017, CFDA# 11.419. The commitment of Lands under this agreement shall be within the budgetary limits as may be described herein for the purposes of the above-described program and shall not exceed a total of twenty five thousand and no/100 Dollars (\$25,000.00) for full and complete satisfactory performance of the Scope of Services in Attachment A.

2. The Grantee shall provide a contribution in the amount of twenty five thousand and no/100 Dollars (\$25,000.00) either cash or in-kind services in the performance of the items identified in the Scope of Services.

3. Lands shall make payment under this Grant in accordance with the following method, such payment to be made upon presentation of a payment requisition(s) by the Grantee. All expenditures shall be made in accordance with the Scope of Services. The payment requisition shall document the cash or in-kind match and include a narrative description of activities conducted during the period indicated on the requisition.

4. The Grantee may invoice monthly, quarterly or at its convenience as long as all invoices are cleared within thirty (30) days of the close of any fiscal year (September 30) and final invoices are cleared within thirty (30) days of the close of the agreement and appropriate backup data is maintained on file at the Grantee's place of business.

D. SUBGrant:

No SubGrant shall be awarded without prior written consent from Lands unless otherwise stipulated in the Scope of Services.

E. SPECIAL AWARD CONDITIONS:

The Grantee shall comply with all applicable Special Award Conditions pertaining to this FY2017 agreement as set forth by NOAA and by Lands in Attachment B.

F. DURATION:

The Grantee shall commence performance of this agreement on October 1, 2016, and shall complete performance to the satisfaction of Lands no later than March 31, 2018.

G. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability by Lands of funds under the program to which this agreement relates.

H. ASSURANCES:

The Grantee, by his/her/its signature, certifies compliance with the following assurances.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:

The Grantee and its principals, to the best of its knowledge and belief,

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) 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;

(c) 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 (b) of this certification; and

(d) 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.

2. ACCESS TO RECORDS:

(a) The head of the federal grantor agency, Comptroller General of the United States, Director of Lands or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, records of the Grantee and its agents to make audits, financial reviews, examinations, excerpts and transcripts.

(b) The Grantee shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by Lands to assure a proper accounting for all project funds. These records will be made available for audit purposes to the State, Comptroller General of the United States or any authorized representative and will be retained for three (3) years after expiration of this Grant unless permission to destroy them is granted by Lands.

3. AUDITS:

(a) The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.

(b) Pursuant to Alabama Act 94-414, the Grantee 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, ATTN.: Audit Report Repository.

4. CONFLICT OF INTEREST:

To the Grantee's best knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on the Grant award.

5. POLITICAL ACTIVITY:

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

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

The Grantee shall comply with Public Law 96-620, amended Chapter 18 of Title 35, United States Code, dealing with patent rights in inventions made with Federal funding by nonprofit organizations and small business firms (see Attachment C).

7. NONDISCRIMINATION:

The Grantee shall be and is prohibited from discriminating based on race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability. In addition, the Grantee shall comply with the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and Title VIII, Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and the requirement of any other nondiscrimination statute(s) which may apply to the application.

8. TREATMENT OF DISPLACED PERSONS:

The Grantee 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.

9. ENVIRONMENTAL STANDARDS:

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

(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(b) notification of violating facilities pursuant to EO 11738;

(c) protection of wetlands pursuant to EO 11990;

(d) evaluation of flood hazards in floodplains in accordance with EO 11988;

(e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(f) 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.);

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

10. FLOOD INSURANCE:

The Grantee 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.

11. NATIONAL WILD & SCENIC RIVER SYSTEM:

The Grantee 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.

12. NATIONAL HISTORIC PRESERVATION:

The Grantee 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.).

13. COMPLIANCE WITH FEDERAL AND LOCAL LAWS:

The Grantee shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in the performance of this agreement. The Grantee shall procure all applicable federal, state and local permits and pay all said fees.

14. ALABAMA IMMIGRATION LAW:

By signing this Grant, the Grantee parties affirm, for the duration of the agreement, that they 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, a Grantee party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I. REPORTING AND FINAL PRODUCTS:

1. The Grantee shall submit to Lands periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by Lands. 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 (see Paragraph N).

2. The Grantee agrees to furnish one (1) electronic copy of performance reports unless otherwise specified in the Scope of Services in Attachment A. These performance reports are due on March 31 and September 30 of each year this agreement is in effect, unless otherwise specified in the Scope of Services in Attachment A. A final report is due at the close of the agreement if the closing date is other than March 31 or September 30. These reports shall include, but not be limited to the following:

- (a) Activities undertaken during the period
- (b) Difficulties encountered
- (c) Changes needed
- (d) Observations and/or recommendations

3. The Grantee agrees to deliver all final products by closing date of this agreement. For publishable products such as data, reports or other documents, the Grantee agrees to deliver one (1) electronic copy in the original format and five (5)

paper copies, unless otherwise specified in the Scope of Services in Attachment A. Additionally, data, reports or other documents generated or compiled within the Scope of Services specified herein, shall be provided in the format specified by Lands in Attachment B.

J. AMENDMENTS:

Lands may, from time to time, request amendments to various provisions of this agreement, including any increase or decrease in the amount of funds paid to the Grantee. Such amendments, which are mutually agreed on between Lands and the Grantee, must be incorporated as written amendments to this agreement and approved by all signatory authorities prior to implementation.

K. DISCLAIMER:

1. Lands specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from Lands whether by Grant or by any other means.

2. No Grantee or agency performing services under any Grant, agreement or any other understanding, oral or written, other than an actual employee of Lands shall be considered as an agent or employee of the State of Alabama, the Department of Conservation and Natural Resources, or any division. The State of Alabama, the Department of Conservation and Natural Resources, their agents and employees assume no liability to any Grantee, 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 Grantee, agency or any other person.

L. NOT TO CONSTITUTE 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, Constitution of Alabama 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the term of this agreement, be enacted, then that conflicting provision in this Grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

It is expressly understood by the parties hereto that under no circumstances shall any commitment under this Grant constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI.

M. ALABAMA DISPUTE RESOLUTION:

For any and all disputes arising under the terms of this Grant, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or, where appropriate, private mediators.

N. TERMINATION OR SUSPENSION:

Lands or the Grantee may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date. In the event of termination, all property and finished or unfinished documents, data, studies and reports for Lands shall become its property and the Grantee shall be entitled to compensation of any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the Grantee shall not be relieved of any liability to Lands for damages sustained by it by virtue of any breach of the agreement by the Grantee.

O. SUSPENSION OF PAYMENTS UNDER THIS Grant:

Payments under this agreement may be suspended in the event there is an outstanding audit exception under any program administered by any division of the Department of Conservation and Natural Resources or an amount owing to the federal government under any program administered by any division of the Department of Conservation and Natural Resources that is not resolved in a reasonable and timely manner.

P. PUBLICATIONS:

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

-End of Section I-

II. SPECIAL AND SPECIFIC PROVISIONS

The parties agree that the following described three (3) attachments, appended hereto and made part of this Grant, shall be considered as binding as any other provisions of this Grant. These attachments are as follows:

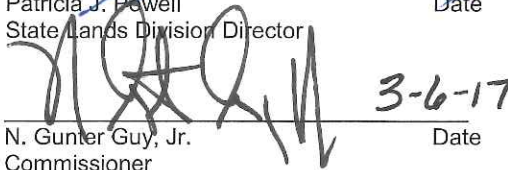
<u>Attachment</u>	<u>Date</u>	<u>No. of Pages</u>
A. Scope of Services	October 1, 2016	1
B. Special Award Conditions	October 1, 2016	1
C. Rights to Inventions	July 1, 2001	2

IN WITNESS WHEREOF, Lands and the Grantee have executed this agreement as evidenced by the signatures below:

ALABAMA DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Patricia J. Powell
State Lands Division Director

Date

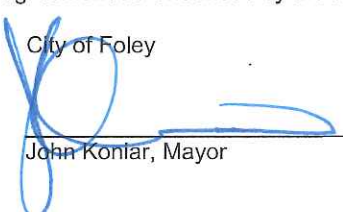

N. Gunter Guy, Jr.
Commissioner

Date

FUNDS AVAILABLE
FUND


DCNR Acctg. Director

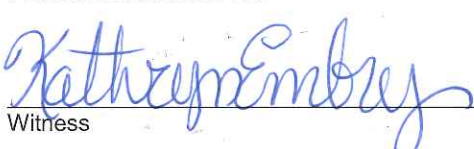
City of Foley


John Konlar, Mayor

Date

63-6001263

Federal Identification No.


Witress


Miriam Boutwell

Contact Person/Telephone No.

251-943-1545

APPROVED LEGAL



FY2016/2017
(306 -07, ADCNR)
Scope of Services
City of Foley

TITLE: COMPREHENSIVE PLAN UPDATE – CITY OF FOLEY

The Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section will provide funding to the City of Foley to update its 2008 Comprehensive Plan. While the plan has undergone minor revisions based on policy recommendations and actionable items, the City has experienced major expansions in the retail, tourism, industrial, and residential sectors that are not adequately addressed in the current plan. The development of the Foley Beach Express has resulted in explosive growth in the southeastern portion of the City including residential developments, sports tourism facilities, industrial facilities, and the Poarch Creek Indians OWA development. The City also desires to preserve and enhance the cultural heritage and economic development of the historic downtown area while maintaining quality of life for current residents. The plan revision will allow for thoughtful consideration of the future needs of the city related to transportation and utility infrastructure, land use planning, stormwater management, and environmental protection. It will also provide an opportunity to place in context the role of the City as an anchor for tourism and growth in the south Baldwin region.

Products/Outcomes

1. Comprehensive Plan Update

The City of Foley will update the comprehensive plan to express the goals, policies and standards that the city will use as a means of dealing with current problems and future changes. This plan will provide a strategic tool to proactively address future community development demands of the Foley community while sustaining the rich history and character and sense of place of the area. The plan will update and address future land use; downtown and historic district; beach express and highway 59 corridor; greenway; parks; recreation and open space; residential development; mixed use; planned unit developments, planned development districts; industry and transportation. In addition other environmental issues that will be addressed in the Comprehensive Plan update include: protecting water quality and supply, integrating stormwater management controls; protecting natural diversity and promoting walkable communities. Major community planning elements should include smart growth and watershed planning principals, as desired.

During this process, community and stakeholder collaboration in development of the plan is encouraged to ensure that all the public interests are included in the plan.

The City of Foley will enter into a contract with an outside party for the completion of the plan update.

2. Reporting

The City will adhere to the requirements described under grant clause: I: Reporting and Final Products.

3. Special Award Conditions

The City will adhere to the Special Award Conditions as listed in Appendix B.

4. Budget and Invoicing

The City will adhere to the requirements described under grant clause: C: PROGRAM TITLE & FUNDING. All invoices must be received within thirty (30) days of the close of any fiscal year (September 30) and final invoices must be received within thirty (30) days of the close of the agreement.

Category	Federal	Non-Federal (City of Foley)	Total
<i>Personnel</i>	\$0	\$15,000	\$15,000
<i>Fringe</i>	\$ 0	\$ 7,500	\$7,500
<i>Supplies</i>	\$ 0	\$ 2,500	\$2,500
<i>Subcontract</i>	\$ 25,000	\$ 0	\$25,000
Total	\$25,000	\$25,000	\$50,000

Requests for payment will be mailed to
Phillip Hinesley, Chief, Coastal Section
ADCNR-State Lands Division-Coastal Section
31115 - 5 Rivers Blvd., Spanish Fort, AL 36527
Voice: 251-621-1216 Fax: 251-621-1331

Invoices must provide sufficient details regarding the non-federal match in cash or in-kind services.

Special Award Conditions

**Faulkner State Community College, Federal I.D. #63-6001263
Grant # FOLEY-CZM-306-17-1**

These conditions are part of the NOAA Special Award Conditions. Please review carefully

1) ACKNOWLEDGEMENTS

The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hardcopy, and acknowledgement pages of websites/webpages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Alabama Department of Conservation and Natural Resources, State Lands Division and by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration. Wording for the acknowledgement is as follows:

Funding for this project provided by the Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section, in part, by a grant from the National Oceanic and Atmospheric Administration, Office for Coastal Management, Award # 16NOS4190166.

2) GEOSPATIAL DATA COLLECTION AND SHARING SPECIAL AWARD CONDITION

Environmental data and information, collected and/or created under this award will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or by security requirements.

The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at time of award and, thereafter, will be posted with the published data.

Environmental data and information produced under this award and which are made public must be accompanied by the following statement: These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.

NOAA may at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data.

Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the ISO (International Organization for Standardization) 19115, which may be adopted by the FGDC, is also acceptable.

3) EQUIPMENT PURCHASES

Requests for purchase of equipment not specified in the Scope of Services must be submitted in writing to Lands and approved by Lands.

4) LOBBYING

Pursuant to the terms and conditions of this award, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided on OMB Circular No. A-87 and other relevant law and regulation.

5) DOCUMENTATION FORMATS

All final documentation prepared under this award will be submitted electronically in any of the following formats (or earlier versions of the formats): Microsoft Word 2010, Microsoft Excel 2010, Microsoft Access 2010, Microsoft Publisher 2010, Microsoft PowerPoint 2010; Adobe Acrobat 8.0. Exceptions to the document submission protocols and digital formats listed above must be pre-approved by Lands.

OMB Approval No. 0648-0119

*If you require additional guidance in meeting these conditions, please contact
ADCNR Lands Division, Coastal Section
31115 - 5 Rivers Blvd., Spanish Fort, AL 36527
Phone: 251-621-1216 FAX: 251-621-1331*

[Code of Federal Regulations]
[Title 37, Volume 1] [Revised as of July 1, 2014]
From the U.S. Government Printing Office
[Cite: 37CFR401.14]

TITLE 37- PATENTS, TRADEMARKS, AND COPYRIGHTS

CHAPTER IV- NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEPARTMENT OF COMMERCE

PART 401- RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS

§ 401.14 Standard patent rights clauses.

(a) The following is the standard patent rights clause to be used as specified in § 401.3(a).

Patent Rights (Small Business Firms and Nonprofit Organizations)

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have

practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.

(2) In those countries in which the contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the

contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States

unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

State of Alabama)
County of Baldwin)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: 09/05/12

RE Contract/Grant/Incentive (describe by number or subject):

City of Foley by and between
(Contractor/Grantee) and
Alabama Dept. of Conservation & Natural Resources (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of City Administrator with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

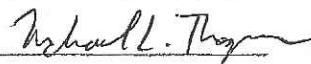
 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 5th day of September 2012.

City of Foley

Name of Contractor/Grantee/Recipient

By: Michael Thompson 

Its City Administrator

The above Certification was signed in my presence by the person whose name appears above, on

this 5th day of September 2012.

WITNESS:

Suzanne Kellams

Suzanne Kellams

Printed Name of Witness

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY
A BUSINESS ENTITY OR EMPLOYER**

In compliance with Sections 9 (a) and (b) of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Code of Alabama, 1975, §31-13-9 (a) and (b)), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an authorized representative of a business entity or employer and notarized, as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees.

State of ALABAMA

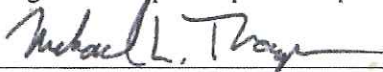
County of BALDWIN

Before me, a notary public, personally appeared MIKE THOMPSON (Affiant's name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CITY ADMINISTRATOR (Affiant's position) for CITY OF FOLEY (name of business entity, employer, or contractor) that said business entity, employer, or contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity, employer, or contractor is enrolled in the E-Verify program as evidenced by the attached Memorandum of Understanding.

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.



Signature of Affiant

Sworn and subscribed before me this 28th day of March, 2012 I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 18, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Employment Eligibility Verification

Company Information

Client Company Name: City of Foley

[View / Edit](#)

Client ID Number: 485267

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Physical Location Address 1: 407 E. Laurel
Avenue

Physical Location Address 2:

Physical Location City: Foley

Physical Location State: AL

Physical Location Zip Code: 36535

Physical Location County: BALDWIN

Mailing Address:

Mailing Address Address 1: PO BOX
1750

Mailing Address Address 2:

Mailing Address City: Foley

Mailing Address State: AL

Mailing Address Zip Code: 36536

Additional Information:

Employer Identification Number: 636001263

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Client Company Category: None of these categories apply

NAICS Code: 921 - EXECUTIVE, LEGISLATIVE, AND OTHER
GENERAL GOVERNMENT SUPPORT

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)



Company ID Number: 100392
Client Company ID Number: 485267

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF
UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), City of Foley (Employer), and Employment Screening Services (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify



Company ID Number: 100392
Client Company ID Number: 485267

process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to



Company ID Number: 100392
Client Company ID Number: 485267

provide to the Employer (through the E-Verify Employer Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8



Company ID Number: 100392
Client Company ID Number: 485267

C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
 6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make



Company ID Number: 100392
Client Company ID Number: 435267

inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a



Company ID Number: 100392
Client Company ID Number: 485267

photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its



Company ID Number: 100392
Client Company ID Number: 485267

employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
 - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
 - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
 - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after



Company ID Number: 100392
Client Company ID Number: 485267

assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis



Company ID Number: 100392
Client Company ID Number: 485267

for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.



Company ID Number: 100392
Client Company ID Number: 485267

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10



Company ID Number: 100392
Client Company ID Number: 485267

days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo



Company ID Number: 100392
Client Company ID Number: 485267

non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.



Company ID Number: 100392
Client Company ID Number: 485267

days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo



Company ID Number: 100392
Client Company ID Number: 485267

- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

City of Foley (Employer) hereby designates and appoints Employment Screening Services (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out City of Foley (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number: 100392
Client Company ID Number: 485267

Company Name: City of Foley

Company Facility Address: 407 E. Laurel Avenue

Foley, AL 36535

County or Parish: BALDWIN

Employer Identification
Number: 636001263

North American Industry
Classification Systems
Code: 921

Administrator: Michael Thompson

Number of Employees: 100 to 499



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
STATE LANDS DIVISION, COASTAL SECTION
5 Rivers ~ Alabama's Delta Resource Center

ROBERT BENTLEY
GOVERNOR
N. GUNTER GUY, JR.
COMMISSIONER
CURTIS JONES
DEPUTY COMMISSIONER

31115 - 5 Rivers Boulevard
Spanish Fort, Alabama 36527
(251) 621-1216
(251) 621-1331 Fax

PATRICIA J. POWELL
STATE LANDS DIRECTOR
WILLIAM H. BRANTLEY
ASSISTANT DIRECTOR
PHILLIP E. HINESLEY
COASTAL SECTION CHIEF

February 1, 2017

**ALABAMA COASTAL AREA MANAGEMENT PROGRAM
(ACAMP)**
ANNUAL REQUEST FOR PROPOSALS

NOTICE TO:

ALL INTERESTED ELIGIBLE PARTIES

FUNDING OPPORTUNITY FOR:

COASTAL PLANNING

COASTAL EDUCATION (Related to COASTAL NONPOINT SOURCE PROJECTS) (CNPSP)

COASTAL NONPOINT SOURCE POLLUTION CONTROL PROJECTS

NOTE: Extra weight will be given to projects that assist the ACAMP in approval of the CNPSP.

The Alabama Department of Conservation and Natural Resources (ADCNR), State Lands Division (SLD), Coastal Section is accepting requests for coastal planning, coastal education and coastal nonpoint source pollution control projects in the Alabama Coastal Area for Fiscal Year 2018. The proposed projects must address coastal management issues. This funding is through the Alabama Coastal Management Program (ACAMP) with funds provided by the National Oceanic and Atmospheric Administration (NOAA) on a competitive basis. These grant funds are available pursuant to the Coastal Zone Management Act of 1972.

One specific function of ACAMP is to provide coastal management grant funds to Alabama's coastal communities and partners for planning and implementation of projects that address environmental problems affecting the coastal area and that promote sustainable economic development.

ACAMP is accepting applications through this Request for Proposals (RFP) for projects that protect, enhance, and improve the management of natural, cultural and historical coastal resources and that increase the sustainability, resiliency and preparedness of coastal communities. Grant applications must meet the purpose of at least one of the following focus areas:

- ❖ Government Coordination and Local Government Planning
- ❖ Coastal Hazards and Resilient Communities
- ❖ Coastal Habitats, Wetland Protection and Coastal Resource Stewardship
- ❖ Coastal Nonpoint Source Pollution Control

Funding is geographically limited to Mobile and Baldwin Counties, and all awards require a 1:1 ratio of non-federal matching funds. The preferred minimum funding amount is \$20,000 federal funds; the preferred maximum is \$50,000 federal funds. If selected, funds will be available October 1, 2017, for a period not to exceed 12 months or by request of the applicant 15 months.

TO APPLY FOR THESE GRANTS OR FOR ADDITIONAL INFORMATION:

www.alabamacoastalprograms.com

DEADLINE FOR THESE GRANTS: MARCH 17, 2017 - 5:00 p.m.

**Alabama Coastal Area Management Program Annual Request for Proposals
Application Guidance**

Table of Contents

I. INTRODUCTION.....	2
A. Eligible Applicants.....	2
B. Grant Amount.....	2
C. Match Requirement.....	2
D. Award Period.....	3
E. Project Location.....	3
F. Application Timeline.....	3
G. Application Submittal.....	3
H. Questions and Assistance.....	3
I. Additional Information for Applicants.....	3
II. GRANT FOCUS AREAS	4
A. Government Coordination and Local Government Planning.....	4
B. Coastal Hazards and Resilient Communities	4
C. Coastal Habitats, Wetland Protection and Coastal Resource Stewardship.....	4
D. Coastal Nonpoint Source Pollution Control.....	5
III. REVIEW PROCEDURE AND EVALUATION CRITERIA	5
IV. APPLICATION CHECKLIST	7
V. EXAMPLE DOCUMENTS	7
A. Example of a Simple Data Sharing Plan	7

I. INTRODUCTION

The purpose of the Alabama Coastal Area Management Program, or Coastal Program, is to balance economic growth with the need for preservation of Alabama's coastal resources for future generations. The program promotes wise management of the cultural and natural resources of the state's coastal areas and fosters efforts to ensure the long-term ecological and economic productivity of coastal Alabama.

One specific function of the Coastal Program is to provide coastal management grant funds to Alabama's coastal communities and partners for planning and implementation of projects that address environmental problems affecting the coastal area and that promote sustainable economic development. Funding is provided by the National Oceanic and Atmospheric Administration (NOAA) and administered by Alabama Department of Conservation and Natural Resources (ADCNR), State Lands Division, Coastal Section on a competitive basis. These grant funds are available pursuant to the Coastal Zone Management Act of 1972.

The Coastal Program is accepting applications through this Request for Proposals (RFP) for projects that protect, enhance, and improve the management of natural, cultural, and historical coastal resources and that increase the sustainability, resiliency and preparedness of coastal communities. Grant applications must meet the purpose of at least one of the following focus areas:

- ❖ Government Coordination and Local Government Planning
- ❖ Coastal Hazards and Resilient Communities
- ❖ Coastal Habitats, Wetland Protection and Coastal Resource Stewardship
- ❖ Coastal Nonpoint Source Pollution Control

Details regarding grant focus areas are included in Section II. This complete RFP Application Package can be found at www.alabamacoastalprograms.com.

A. Eligible Applicants

- ❖ Coastal units of government including Mobile County, Baldwin County, and municipalities or tribal governments within Mobile and Baldwin counties
- ❖ Area-wide agencies, regional planning agencies, conservation districts, and port authorities
- ❖ Alabama state agencies whose activities affect or are affected by activities in the coastal area
- ❖ Alabama school districts, public colleges, universities and other institutions of higher learning
- ❖ Nonprofit organizations that are legally constituted as 501(c)(3) organizations and have been nominated to undertake the project by one of the other eligible entities listed above.

B. Grant Amount

The preferred minimum funding amount is \$20,000 federal funds; the preferred maximum is \$50,000 federal funds. Several projects from one unit of government or entity may be bundled to meet the minimum. Applications for funding less than the minimum will be accepted, but the applicant must provide justification and the proposal must meet a unique or critical need. Project expenditures will be paid on a reimbursement basis.

C. Match Requirement

All awards require a 1:1 ratio of non-federal matching funds. Match may consist of cash, in-kind services or donations that support the project. Federal funds, received directly or passed-through by a state agency, cannot be used as match. If volunteer services will be used as non-cash match, applicants may calculate volunteer time by going to http://www.independentsector.org/volunteer_time.

D. Award Period

The anticipated project start date is October 1, 2017 for a period not to exceed 12 months or by request of the applicant 15 months. Projects will be evaluated on project readiness and feasibility for completion within this project time frame.

E. Project Location

Funding is geographically limited to Mobile and Baldwin Counties.

F. Application Timeline

March 17, 2017	Proposals must be received in the Coastal Section office by 5:00 PM.
June 30, 2017	Applicants will be notified of their selection status.
October 1, 2017	If approved by NOAA, funding becomes available on this date. Grant agreements may be executed prior to this date so that projects commence on October 1, 2017.
September 30, 2018	Projects must be completed.
December 31, 2018	Per request of applicant, projects must be completed.

G. Application Submittal

Submit a completed application form and signed cover page along with any supporting documentation by 5:00 PM on March 17, 2017 to Phillip.Hinesley@dcnr.alabama.gov

Applications must be submitted electronically using the provided application form and cover page. Hard copy and faxed submissions will not be accepted, and late or incomplete applications will not be considered for funding.

H. Questions and Assistance

Applicants are strongly encouraged to contact Coastal Section staff early in the application development process if assistance or guidance is needed.

ADCNR, State Lands Division, Coastal Section, Phone: (251) 621-1216

Staff Contacts: Phillip Hinesley	Phillip.Hinesley@dcnr.alabama.gov
Amy King	Amy.King@dcnr.alabama.gov
Carl Ferraro	Carl.Ferraro@dcnr.alabama.gov
Angela Underwood	Angela.Underwood@dcnr.alabama.gov
Will Underwood	Will.Underwood@dcnr.alabama.gov

I. Additional Information for Applicants

Proposal information will not be kept confidential. All materials submitted in response to this request for proposals are considered public information.

Successful applicants will be required to enter into a grant agreement with ADCNR which includes standard terms and conditions which are not subject to modifications. Failure of a successful applicant to accept these obligations will result in cancellation of the grant award.

Awarding of grants will be subject to receipt of funds from NOAA.

II. GRANT FOCUS AREAS

The Coastal Program is accepting applications through this RFP for projects that protect, enhance, and improve the management of natural, cultural, and historical coastal resources and that increase the sustainability, resiliency and preparedness of coastal communities. Grant applications must meet the purpose of at least one of the following focus areas. Please contact Coastal Section staff if you are unsure whether a project is eligible.

A. Government Coordination and Local Government Planning

The purpose of this focus area is to increase local government capacity to plan and implement projects that address environmental problems affecting the coastal area and that promote sustainable economic development. Projects should demonstrate a balance of economic development and resource protection.

Project examples include:

- ❖ Comprehensive and community planning
- ❖ Smart growth planning
- ❖ Zoning and ordinance development for resource protection
- ❖ GIS applications for coastal management
- ❖ Spatial data collection for coastal management
- ❖ Working waterfront revitalization planning
- ❖ Planning for sustainable tourism to ensure long-term economic and environmental benefits
- ❖ Community education and outreach related to government coordination and planning

B. Coastal Hazards and Resilient Communities

The purpose of this focus area is to reduce vulnerability to natural hazards in Coastal Alabama. Projects within this focus area should help coastal communities prepare for and respond to the effects of natural hazard events, disasters and sea level rise.

Project examples include:

- ❖ Hazard mitigation planning
- ❖ Floodplain management planning
- ❖ Post-disaster recovery and redevelopment planning
- ❖ Conducting vulnerability analyses and risk assessments
- ❖ Developing policies, guidance and best management practices to increase resilience and reduce vulnerability to natural hazards
- ❖ Development of policies and practices that support community participation in the National Flood Insurance Program's (NFIP) Community Rating System (CRS)
- ❖ Development of flood damage prevention ordinances and supplemental building codes to account for storm surge, flooding, erosion and scour
- ❖ Development of sea level rise and/or climate change adaptation strategies for incorporation into local comprehensive plans or ordinances
- ❖ Community education and outreach related to coastal hazards and resilient communities

C. Coastal Habitats, Wetland Protection and Coastal Resource Stewardship

The purpose of this priority area is to promote protection, restoration and stewardship of Alabama's coastal resources through an ecosystem approach to management.

Project examples include:

- ❖ Developing policies, guidance and best management practices to restore and preserve coastal wetlands and shorelines
- ❖ Developing long-term conservation and/or restoration strategies for sensitive natural areas
- ❖ Shoreline and wetland restoration planning to mitigate the effects of natural hazards (also fulfills the Coastal Hazards and Resilient Communities focus area)
- ❖ GIS applications for natural resource management
- ❖ Spatial data collection for coastal habitats
- ❖ Measuring land use changes and developing long-term protection strategies
- ❖ Community education and outreach related to coastal habits, wetland protection and coastal resource stewardship

D. Coastal Nonpoint Source Pollution Control

The Coastal Nonpoint Pollution Control Program was established by Congress in 1990 to encourage better coordination between state coastal zone managers and water quality experts to reduce polluted runoff in the coastal zone. The Program is unique in that it establishes a set of management measures for states to use in controlling polluted runoff. Funding in this focus area will be provided based on the extent to which projects advance the State of Alabama toward final approval and implementation of its Coastal Nonpoint Pollution Control Program (CNPSP), particularly in currently unapproved management measure areas outline below. Extra consideration will be given to proposals that help achieve approval of the Alabama CNPSP. More information on the Coastal Nonpoint Pollution Control Program can be found at <http://coastalmanagement.noaa.gov/nonpoint/welcome.html>.

Potential projects include planning, engineering and design, data collection/analysis, monitoring, mapping, modeling and education and outreach related to the following areas:

- ❖ Storm water runoff from new development
- ❖ Comprehensive planning for development to protect sensitive ecological areas, minimize land disturbances and retain natural drainage and vegetation
- ❖ Watershed planning (must be done using EPA Section 319 elements and guidelines)
- ❖ Nutrient/pathogen loadings to surface water and groundwater from new and operating on-site disposal systems (OSDS)
- ❖ Hydromodification improvement to address existing nonpoint source pollution problems caused by dams, dredge and eroding streambanks and shorelines
- ❖ Wetland and riparian area protection and restoration
- ❖ Engineered vegetated treatment systems

III. REVIEW PROCEDURE AND EVALUATION CRITERIA

Applications that meet the minimum requirements listed below will be reviewed by Coastal Section staff using the numeric criteria outlined in this section. Staff may coordinate the review of the applications with other state agency staff or organizations as appropriate and will recommend the highest scoring projects to the Commissioner of Conservation for funding. Projects approved by the Commissioner will be submitted to NOAA for final review and approval.

Applications must meet the following minimum requirements in order to be reviewed by the evaluation committee:

- ❖ Application was submitted electronically using the provided application form
- ❖ Application is fully completed and was received by the application deadline
- ❖ Applying organization is an eligible applicant
- ❖ Project is in an eligible project location

Each application will be scored using the evaluation criteria below. Applications that best address these criteria will be most competitive. The final score of each application will be the average of the evaluators' scores. Complete applications will be evaluated for funding based on the following equally weighted considerations:

- 1) **Purpose and Scope of Work:** Purpose of the proposed project is clear and concise. Description of activity or work to be conducted is logical and technically sound. Highest scoring projects will provide a clear overview of the project and work to be undertaken. (0-5 points)
- 2) **Focus Area Connection:** Applicant has clearly explained how the proposed project addresses issues related to at least one grant focus area. Highest scoring projects will demonstrate the degree to which the project will result in improved management of coastal resources and uses. Preference will be given to projects that address outstanding conditions in Alabama's Coastal Nonpoint Source Pollution Program. (0-5 points)
- 3) **Public Benefit:** Applicant has clearly explained how the proposed project fulfills an existing public need or benefit. Applicant describes the geographic area to be served by the project. Highest scoring projects will have the potential to benefit citizens outside of the immediate local government jurisdiction and will have a high degree of public benefit. (0-5 points)
- 4) **Outreach:** A significant and proactive public education and/or community outreach component has been incorporated into the project. The applicant describes components of the outreach effort and lists the tasks to be performed. Highest scoring projects will make the target audience aware of the project and/or coastal resources and will demonstrate a high degree of community involvement in all phases of project development, including implementation and monitoring. (0-5 points)
- 5) **Support:** Applicant has identified project partners, if any, and has demonstrated that there is support from the local community for the project. Highest scoring projects will include partnerships across departments, organizations and jurisdictions and will be supported by the local community. (Note that letters of support and/or commitment are not required, but serve to back an applicant's assertion of support. Therefore points should not be deducted for lacking letters of support.) (0-5 points)
- 6) **Schedule:** A project schedule has been completed and includes key project tasks by quarter with associated outcomes and deliverables. Method to achieve each deliverable is appropriate. Schedule is feasible and demonstrates that all tasks will be completed within the grant funding period. Highest scoring projects will include well-defined tasks with deliverables listed in chronological order and planned within a reasonable timeframe. (0-5 points)
- 7) **Measuring Success and Next Steps:** Applicant has clearly described how success of the project will be measured and includes specific performance measures, if applicable. Applicant has described next steps for the project after grant funding expires including how the product or outcome will be used. Highest scoring projects will include performance measures and will demonstrate a long-term commitment to project success. (0-5 points)
- 8) **Budget:** The budget appears reasonable, appropriate and accurate. The budget justification details all funds requested with reasonable justifications, and budgeted items are consistent with the project description and tasks for the project. Highest scoring projects will pose a high overall public benefit relative to its cost. (0-5 points)

IV. APPLICATION CHECKLIST

Ensure your completed application package includes the following information:

- _____ (1) Completed Application Package (Signed cover page and Project Description Questions with Proposed Budget).
- _____ (2) Data Sharing Plan (to be completed only if geospatial data will be collected and/or created as a part of the proposed project). A sample simple data sharing plan is included in Section V Example Documents.
- _____ (3) Optional letters of support from the public and letters of commitment from project partners included as PDF files.

V. EXAMPLE DOCUMENTS

The following example documents are provided for reference.

Example of a Simple Data Sharing Plan

1. Describe the types of geospatial data and/or information to be created during the course of the project.

LiDAR data will be collected over Asateague Island to provide highly accurate and current elevation points that will enable the creation of a digital elevation model. This digital elevation model will be compared to previous models to determine changes and then used to develop safer and more resilient park facilities.

2. Describe the type of data collection method(s) (e.g. aircraft, ship, satellite, etc.).

We plan to contract with a private sector photogrammetric firm for airborne data acquisition over study area.

3. Provide the tentative date by which data/metadata will be shared/stored.

The 'raw' point cloud LAS file will be shared with NOAA, CSC immediately and the final DEM file will be posted to the State's public-facing web mapping service within two months of the final acceptance of the data. FGDC/CSDGM compliant metadata will be posted with the data.

4. Describe the standards to be used for data/metadata format and content. Note that metadata for your geospatial data must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM).

The contractor will be responsible for meeting or exceeding the latest version of the USGS/NDEP LiDAR Standard.

5. Describe your program's policies addressing data stewardship and preservation.

We will leave the data on the (insert name) web site for at least three years. During that time period, we will ask NOAA if they have interest/resources for archiving the data and work with them, as needed. If they do not have interest in archiving the data to provide for national access, we will arrange for data preservation at our State Archives.

6. Outline the procedures for providing access to data and prior experience in publishing such data. Note that the Data Sharing Plan, metadata production and posting of metadata can be accomplished by using the GIS Inventory, which is available at <http://gisinventory.net>.

We have not had experience sharing data in the past. We will use our ___ State Clearinghouse or ___ the GIS Inventory to document the data. We will work with ___ our State GIS Coordination Office or ___ NOAA, CSC to provide data access via the Digital Coast.

ALABAMA COASTAL AREA MANAGEMENT PROGRAM
Annual Funding Application
Use one application per project.

Indicate Project Focus Area:

- ☒ Government Coordination and Local Government Planning
- ☐ Coastal Hazards and Resilient Communities
- ☐ Coastal Habitats, Wetland Protection and Coastal Resource Stewardship
- ☐ Coastal Nonpoint Source Pollution Control

Title of Project: Comprehensive Planning & Ordinance Development

Location of Project (Include physical address and GPS coordinates in decimal degree format, if applicable):

Foley, AL

Applicant (Organization Name): City of Foley AL

Applicant's Federal Identification Number: 636001263

Authorized Representative (Name/E-Mail Address): Miriam Boutwell / mboutwell@cityoffoley.org

Federal Funding Requested: \$ 30,000 **Non-Federal Match:** \$ 30,000

Total Project Cost: \$ 60,000

Project Contact (within organization): Miriam Boutwell

Title: Community Development Director / Planner-Building Official

Phone: 251-971-3451

E-Mail Address: mboutwell@cityoffoley.org

Mailing Address: 200 N. Alston Street, Foley, AL 36535

Title of Project: Comprehensive Planning & Ordinance Development

I. PROJECT DESCRIPTION

Complete the following sections to provide a full description of the proposed project. Text size will change to accommodate varying answer lengths, but please be as concise as possible.

- 1) **Purpose and Scope of Work:** Describe the purpose of the proposed project and give an overview of the activity or work to be conducted.

The purpose of this grant is to look at the bigger picture of the growth in our area. Both commercial and residential construction is booming which leads to concerns about traffic, drainage as well as environmental concerns. We need to update our overall Comprehensive Plan to determine our future path and goals. Based on this information, updated ordinances and regulations should be adopted to ensure compliance.

The scope of work would be the downtown & primary transportation corridors. Phase I of the OWA development will be opening in 2017. This new entertainment area along City Sports Tourism are a game-changer for Foley. The development of hotels, restaurants, retail and other similar uses that are coming on the coattails of these big developments will greatly impact existing business and our citizens. We must do our best to support yet protect our City's growth.

- 2) **Focus Area Connection:** Explain how the proposed project addresses issues related to at least one Coastal Program grant focus area. Provide information on the degree to which the project will result in improved management of coastal resources and uses.

The City of Foley is part of the Magnolia Springs, Bon Secour and Wolf Bay watersheds. Construction within the City limits can have a huge impact on these watersheds. We need to be more cognizant of the importance of these water bodies and protect water quantity as well as water quality. It is imperative that we plan for growth in a manner that will not cause harm and we can also strive to improve downstream conditions.

- 3) **Public Benefit:** Briefly describe how the project fulfills an existing public need/benefit either directly and/or indirectly. What geographic area will be served by the project? Preference will be given to projects that have the potential to benefit citizens outside of the immediate local government jurisdiction.

As noted in the previous question, what we do in Foley has a regional effect. We have an Extra-Territorial Jurisdiction for Subdivision control and zoning within the City limits. We have environmental regulations that helps protect both Foley as well as fringe areas. These ordinances and regulations should continue to be updated as new, better development ideas are determined to be valid. An environmentally sound, well-planned City keeps our tourists and snowbirds coming back so it is not easy to quantify the benefits. These can have a much greater impact than we may realize.

- 4) **Outreach:** Describe how a proactive public education and/or community outreach component has been incorporated into the project. Describe all components of the education/outreach effort, including the tasks to be performed. Ideal projects will make the target audience aware of the project and/or coastal resources and will demonstrate a high degree of community involvement in all phases of project development, including implementation and monitoring.

Multiple public hearings will be held throughout the Comprehensive Planning process and proposed amendments to various ordinances and regulations. We would use the City website, the Mayor's Newsletter, postings, advertisements and similar outreach to obtain citizen input.

- 5) **Support:** Identify all project partners, including other agencies or organizations associated with the project. Ideal projects will include partnerships across departments, organizations and/or jurisdictions. Describe coordination efforts and indicate whether there is support from the local community for the project. Letters of support from the public and letters of commitment from project partners are not required but may be included in the application submittal as Portable Document Format (PDF) files.

The City would like to use as many sources as possible to gather information. The County Engineering and Planning Departments would be helpful. The Bon Secour Watershed and Wolf Bay Watershed plans would be beneficial for the project. A Weeks Bay Planners/Future Growth Committee was formed in 2016 and meets monthly at the Foley Library. The Weeks Bay Stakeholders Group which was formed by Baldwin County is currently gathering data and modeling watershed based planning. This model can be incorporated into our other watersheds. We welcome any partner who can assist with long-term growth/future land use plans.

- 6) **Schedule:** Outline the project schedule showing the progress and completion of key project tasks by quarter (Oct 1-Dec 31, Jan 1-Mar 31, Apr 1-Jun 30, and Jul 1-Sept 30). For each task, clearly show associated outcome(s) or deliverable(s). The schedule must be feasible and demonstrate that all tasks will be completed within the grant funding period.

October 1 - December 31, 2017:

Create and distribute RFP's/RFQ's for the project. Choose a consultant based on their proposal. Establish a core group of City staff that will work with the project throughout the process. Consultant will review City documents that are currently in place.

January 1 - March 31, 2018:

Consultant will schedule meetings with City staff, Mayor and elected officials.

Consultant will schedule meetings with other groups, agencies, organizations, etc.

Consultant will schedule public meetings for the citizens and other interested parties.

April 1 - June 30, 2018:

Consultant will take information gathered from meetings, site visits and other sources and begin formulating a draft update to the Comprehensive Plan.

The Consultant will also work with staff on proposed amendments to various ordinances and regulations.

July 1 - September 30, 2018:

Consultant will schedule public hearing to present the updated Comprehensive Plan based on research and public input.

The Consultant will work with staff to move the amendments to various regulations along in their adoption process.

- 7) **Measuring Success and Next Steps:** Describe how success of the project will be measured and include specific performance measures, if applicable. Describe next steps for the project following expiration of grant funding including how the product/outcome will be used. Ideal projects will have clear measures for success and will demonstrate long-term commitment to the project through ongoing actions after project completion.

The final step will be delivery of an updated Comprehensive Plan outlining future growth patterns. A Future Land Use map will be part of the Plan and will be used for zoning/rezoning purposes. This document will be posted on the City website and the Future Land Use map will be posted on the City's GIS website. This is essential so the development community have easy access to the information for their planning purposes.

Amended ordinances and regulations that control growth, densities, uses, storm water including storage quantity and quality, best management practices and other environmental protections will provide measurable results.

II. PROPOSED BUDGET

Please provide a categorized budget summary in the table below. Round to the nearest dollar; no cents. The total value of non-federal match must equal or be greater than the federal funds requested. Project costs will be evaluated for reasonability.

Category	Federal Funds Requested	Value of Non-Federal Match	Is Match Cash or In-kind?	Total Project Value
Salary	\$	\$ 15,000	In-kind	\$ 15,000
Fringe Benefits	\$	\$ 7,000	In-kind	\$ 7,000
Travel	\$	\$		\$ 0
Equipment <i>Nonexpendable item that costs over \$5,000 per unit</i>	\$	\$		\$ 0
Supplies/Materials <i>Item less than \$5,000 per unit. (e.g. office supplies)</i>	\$	\$ 8,000	In-kind	\$ 8,000
Sub-Contractual ¹ <i>Services to be completed by a third-party</i>	\$ 30,000	\$		\$ 30,000
Other	\$	\$		\$ 0
Total	\$ 30,000	\$ 30,000	----	\$ 60,000

¹Grant applicants may choose to utilize a subcontractor or third-party to complete some or all of the proposed work. If any portion of the proposed project will be completed through a sub-contract, NOAA now requires a separate budget for that subcontract to be completed for transparency purposes. See the Sub-Contract Budget Supplement table on the following page.

In the following table, please provide a brief justification for the expenditures in each category above.

Category	Budget Justification
Salary	Several employees as well as the Planning Commission will work on this project.
Fringe Benefits	These benefits will be provided by our Human Resources/Finance Department, specific to persons working on this project.
Travel	
Equipment <i>Nonexpendable item that costs over \$5,000 per unit</i>	

Category	Budget Justification
Supplies <i>Item less than \$5,000 per unit. (e.g. office supplies, construction materials)</i>	The City will be providing supplies, maps, etc. for various steps throughout the process. Staff will also be working with GIS to provide information & to put adopted layer(s) into the City system.
Sub-Contractual <i>Provide a description of work to be performed by a third-party and identify the sub-contractor, if known. Indicate whether the contractor will be selected through a competitive process. If completing this section, you must also complete the Sub-Contract Budget Supplement below.</i>	
Other	

Sub-Contract Budget Supplement

Please complete the following table ONLY if a portion of the proposed project will be completed by a sub-contractor. The total value in this table must match the "Total Project Value" listed in the Sub-Contractual category above. If a sub-contractor will not be selected until the grant is awarded, please indicate this in the budget justification above and estimate sub-contractual budget amounts to the best of your ability.

Sub-Contract Category	Value
Salary	\$ 20,000
Fringe Benefits	\$
Travel	\$ 2,000
Equipment	\$
Supplies/Materials	\$ 8,000
Sub-Contractual ¹	\$
Other	\$
Total	\$ 30,000

¹If a sub-contractor will sub-contract additional work, please include a separate budget for that subcontract with the application package.

III. DATA SHARING PLAN

If geospatial data will be collected and/or created as a part of the proposed project, NOAA requires that applicants complete the Data Sharing Plan section on the following page. **Applicants do not have to complete this section if geospatial data will not be collected.** An example of a simple data sharing plan is provided in the ACAMP Annual RFP Application Guidance Document. The purpose of this policy is to ensure that data produced with federal funds are easily available and discoverable for public benefit and to provide notice of your intent to collect geospatial data to facilitate collaboration and avoid duplication of effort.

The Data Sharing Plan, metadata production and posting of metadata can be easily accomplished by using the GIS Inventory, which is available at <http://gisinventory.net>. This site will automatically expose the metadata to <http://geo.data.gov> and the Geospatial Platform as required in NOAA's policy. If your organization already has a process in place to provide notice of your intended data collection, create Federal Geographic Data Committee's (FGDC) metadata and export your data to Geo.data.gov, you are not required to use the GIS inventory.

Please contact Coastal Section staff if you have any questions.

Data Sharing Plan

To be completed by applicants who will be collecting or creating geospatial data as part of the proposed project.

1. Describe the types of geospatial data and/or information to be created during the course of the project.

A GIS layer for the Future Land Use map portion of the project will be created.

2. Describe the type of data collection method(s) (e.g. aircraft, ship, satellite, etc.).

Baldwin County parcel layers can be used to create boundaries for proposed Future Land Use.

3. Provide the tentative date by which data/metadata will be shared/stored.

This layer, along with metadata, can be shared as well as stored at the end of the project.

4. Describe the standards to be used for data/metadata format and content. Note that metadata for your geospatial data must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM).

The data can be created at a given scale to assure accuracy of the layer.

5. Describe your program's policies addressing data stewardship and preservation.

The City has an IT Department that houses our GIS Manager. Our GIS layers are kept on a network that is backed up regularly to avoid any loss of data.

6. Outline the procedures for providing access to data and prior experience in publishing such data. Note that the Data Sharing Plan, metadata production and posting of metadata can be accomplished by using the GIS Inventory, which is available at <http://gisinventory.net>.

The City of Foley has its own GIS site supported by Beacon. City staff and the public can freely view this information. A policy is in place for someone to request an actual layer for use in their GIS. The layer can be placed wherever deemed necessary during the project.