

1400 Coliseum Blvd. 36110-2400 • Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 • FAX (334) 271-7950

May 11, 2023

Honorable Ralph Hellmich  
Mayor, City of Foley  
PO Box 1750  
Foley, Alabama 36536

**Re: GOMESA Litter Trap Subaward Agreement ADEMLT-SA05**

Dear Mayor Hellmich:

Pursuant to the grant agreement between the Alabama Department of Conservation and Natural Resources and the Alabama Department of Environmental Management (ADEM), Grant #: G-ADEMLT/21/ADEM (GOMESA Grant Agreement, Attached), ADEM is pleased to offer you subaward funding in the amount of \$65,500.00 for the installation and maintenance of three (3) litter traps on Bon Secour River headwaters and one (1) on Wolf Creek, as described in the application.

The approved project must be carried out in compliance with the attached subaward agreement and with all requirements of the GOMESA Grant Agreement, including, but not limited to, compliance with all GOMESA requirements. All funds given pursuant to this subaward agreement shall be expended solely for conducting the approved project.

Please sign Section III of the subaward agreement and return to ADEM. A copy of the fully executed subaward agreement will be provided upon signature of the Director. By signing the subaward agreement, the City of Foley accepts the above offer and assumes responsibility to satisfy the assurances in Section II therein. Should you have any questions, please contact Mr. Devin Jenkins at (334) 260-4546 or dmjenkins@adem.alabama.gov.

Sincerely,



Jeffery W. Kitchens, Chief  
Water Division

JWK/JHC/dmj

Attachments (2)

Cc: Leslie Gahagan, City of Foley via e-mail

**SUBAWARD AGREEMENT**  
 STATE OF ALABAMA  
 DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
 WATER DIVISION

***OFFER AND ACCEPTANCE OF FUNDING PURSUANT THE GULF OF MEXICO ENERGY SECURITY ACT OF 2006 (GOMESA) GRANT AGREEMENT PERTAINING TO THE GOMESA LITTER TRAP FUND***

**SECTION I – OFFER**

**Legal Name & Address of Applicant:**

City of Foley  
 PO Box 1750  
 Foley, AL 36536

**Phone:** (251) 923-4267

**Authorized Representative:** Honorable Ralph Hellmich

**Federal Employee ID #:** 63-6001263

**Alabama Buys Vendor #:** VC000111371

**Project Name:** City of Foley GOMESA Litter Trap Project

**Total Estimated Project Cost:** \$65,500.00

**TOTAL FUNDING OFFERED:** \$65,500.00

**Project Period:** 1 year from the execution of this agreement

**Description of Project:**

Stormwater borne trash and litter is a pervasive issue of concern across Alabama's coastal watersheds. The installation of litter traps in coastal Alabama watercourses have proven to be effective and successful in capturing litter such as plastic bottles, cups, straws and other long-lived debris that would otherwise discharge into coastal waters.

The goal of this project is to provide funding for the implementation of litter traps into one or more coastal watersheds to improve water quality and promote trash-free communities throughout Mobile and Baldwin counties. The litter collected will be recorded to measure effectiveness and assist in adaptive management for source reduction strategies, which can greatly reduce the amount of trash getting into the waterways.

This funding is to be used for the procurement, deployment, compliance oversight and monitoring, installation, operation and maintenance of three (3) litter traps on Bon Secour River headwaters and one (1) on Wolf Creek, as described in the application.

**Categorized Budget:**

Category	Expenditure
Procurement, deployment, compliance oversight and monitoring, operation and maintenance of litter trap(s)	\$65,500.00

**SUBAWARD AGREEMENT**  
STATE OF ALABAMA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
WATER DIVISION

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Applicant: City of Foley  
Subaward Number: ADEMLT-SA05

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The Alabama Department of Environmental Management hereby offers:

To subaward funding in the sum of **\$65,500.00** to the above named applicant to aid in implementation of the project described herein subject to the conditions and assurances included in this document pursuant to the grant agreement between the Alabama Department of Conservation and Natural Resources (ADCNR) and ADEM, Grant #: G-ADEMLT/21/ADEM (GOMESA Grant Agreement).

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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Lance R. LeFleur, Director

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Date

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**SUBAWARD AGREEMENT**  
STATE OF ALABAMA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
WATER DIVISION

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Applicant: City of Foley  
Subaward Number: ADEMLT-SA05

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**SECTION II – ASSURANCES**

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The applicant hereby gives assurances to the Alabama Department of Environmental Management that:

1. The applicant and project(s) is within Mobile and/or Baldwin County.
2. The applicant will procure all necessary goods and services for the project in accordance with State and local laws and ordinances.
3. Any change to the scope of the project will be submitted to the Department for approval.
4. All funds given pursuant to this agreement shall be expended solely for carrying out the approved project.
5. The approved project must be carried out in compliance with this agreement and with all requirements of the grant agreement between the Alabama Department of Conservation and Natural Resources (ADCNR) and ADEM, Grant #: G-ADEMLT/21/ADEM (GOMESA Grant Agreement), including, but not limited to, compliance with all GOMESA requirements.
6. Any duly authorized representative of the Department of Environmental Management shall have access, for the purposes of audit and examination, to any location, books, documents, papers and records that are pertinent to the funding received.
7. The Applicant shall submit to the Department quarterly progress updates on projects funded by GOMESA. Progress reports should include status of installation, operation, and maintenance of litter traps; estimates of the amount of litter removed (pounds); categorized types of litter; positive impacts observed downstream and any other outcome/result. Reports are to be submitted no later than December 31, March 31, June 30 and September 30 of each year following execution of this agreement.
8. The declarations, assurances, representations and statements made by the applicant in the application, and all documents, amendments and communications filed with the Department of Environmental Management by the applicant in support of its request for funding, will be fulfilled.
9. The Department agrees to reimburse the recipient an amount not to exceed the Total Budget Amount for the work performed in accordance with this agreement. To receive reimbursement, records to include receipts, proof of payment, and invoices shall be submitted to the Department and be received no later than the final Project Period Date shown in Section I of this Agreement. The Department, at its sole discretion, may request additional justification or documentation relating to the use of these funds.

**SUBAWARD AGREEMENT**  
STATE OF ALABAMA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
WATER DIVISION

Applicant: City of Foley  
Subaward Number: ADEMLT-SA05

**SECTION III – ACCEPTANCE**

On behalf of (Legal Name of Applicant)

I, the undersigned, being duly authorized to take such action, do hereby accept this offer and make the assurances contained therein.

  
Signature of Representative

5/15/2023  
Date

Name and Title (Type or Print): Ralph G. Hellmich - Mayor



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

KAY IVEY  
GOVERNOR

CHRISTOPHER M. BLANKENSHIP  
COMMISSIONER

EDWARD F. POOLOS  
DEPUTY COMMISSIONER

STATE LANDS DIVISION  
PATRICIA POWELL MCCURDY  
DIRECTOR

HANK BURCH  
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484  
FAX (334) 242-0999

September 2, 2022

Marilyn Elliott, Deputy Director  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, AL 36130

RE: Subaward Grant Agreement # G-ADEMLT/21/ADEM

Dear Ms. Elliott:

Enclosed for your records is a fully executed Agreement as referenced above.

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

Sincerely,

Nyla Chaney  
Paralegal  
State Lands Division

Enclosure

STATE OF ALABAMA            )  
MONTGOMERY COUNTY        )

ADCNR GRANT#: G-ADEMLT/21/ADEM

### GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the Alabama Department of Environmental Management, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to procure and deploy litter traps in coastal Alabama as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.
3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date"), and end September 15, 2025.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to a single payment for a total Agreement amount not to exceed ONE MILLION AND 00/100 (\$1,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements including the following:
  - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
  - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
  - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
  - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees



to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources  
Attention: GOMESA Coordinator  
31115 Five Rivers Blvd.  
Spanish Fort, AL 36527

**10. INDEMNIFICATION AND HOLD HARMLESS:**

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

- c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.
11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: [https://archives.alabama.gov/officials/rdas/conservation\\_rda.pdf](https://archives.alabama.gov/officials/rdas/conservation_rda.pdf)), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to [Central.Records@Examiners.Alabama.gov](mailto:Central.Records@Examiners.Alabama.gov). Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
- c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.

**20. TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

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

**21. PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

**22. CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
29. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

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

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

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

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: Marilyn Elliott, Deputy Director  
Alabama Department of Environmental Management  
P.O. Box 301463  
Montgomery, AL 36130-1463

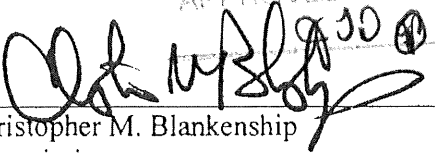
31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official ReCompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
36. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of ADCNR, its officers, employees, agents or assigns. Nothing in this Agreement creates an agency relationship between the Parties.
37. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
38. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

APPROVED LEGAL  
  
\_\_\_\_\_  
Christopher M. Blankenship  
Commissioner

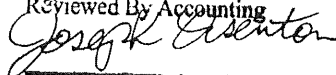
Date: 9-2-22

GRANTEE:

  
\_\_\_\_\_  
Signature

Lance R. LeFleur  
Printed Name

Director  
Title

Reviewed By Accounting  
  
\_\_\_\_\_  
DCNR Accounting Director



## EXHIBIT A

### State of Alabama Gulf of Mexico Energy Security Act of 2006 Disbursement Justification

**Background:**

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. **Mitigation of damage to fish, wildlife, or natural resources;**
- c. **Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;**
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs.

**Project Description:**Alabama Department of Environmental Management Coastal Area Litter Traps

When consumer goods, often single-use disposables, are littered or improperly managed, this trash can find its way into rivers, streams and other waterways. These waterways ultimately empty into the Gulf of Mexico waters, where the trash becomes marine debris.

Litter in coastal waters adversely affects water quality, which in turn adversely affects aquatic life including fin and shellfish, sea turtles, mammals, reptiles, waterfowl, and other wildlife, as well as submerged aquatic vegetation. As debris accumulates, habitat structure may be modified, light levels may be reduced in underlying waters, and oxygen levels may be depleted. These changes can undermine the ability of benthic habitats to support aquatic life. The EPA also notes that impacts of mismanaged trash can include habitat impacts, chemical impacts, biological impacts, and human impacts. Littered debris can directly interfere with navigation, impede commercial and recreational fishing, threaten health and safety, and reduce tourism. Aquatic trash also reduces the aesthetic and recreational values of rivers, beaches and marine resources. The buildup of plastic debris on beaches is of particular concern for coastal cities in Mobile and Baldwin County since unsightly debris and entangled marine life can reduce the area's attractiveness to local residents and tourists.

Many types of litter require decades or more to degrade so the adverse effects are cumulative and long lasting. While public education can help reduce littering, it is unrealistic to expect education to completely eliminate the problem. It is also impractical to identify all the responsible parties, so litter traps are a practical solution.

Municipalities have many competing budget priorities, so they often forego aggressive litter control. However, based on experience with presently installed litter traps, municipalities have been willing to service the litter traps as a regular stop on garbage and trash collection routes.

Grantee, in cooperation with local project partners in Mobile and Baldwin Counties, plans to provide assistance and pass-through funding to local governments within Mobile County and/or Baldwin County as part of this project to address the number one pervasive issue of concern across Alabama's coastal watersheds – stormwater borne trash and litter in our waters, as noted in the Mobile Bay National Estuary Program's (MBNEP) Comprehensive Conservation Management Plan (2019-2023). ADEM, in consultation and agreement with local project partners, will identify points of greatest need and target the best locations for the Implementation of at least two litter traps in one or more watersheds to improve water quality and promote trash-free communities as part of this project. Over time, this coordinated systematic approach will optimize the results of the investment in litter control. Following identification of an implementation location, Grantee will enter subaward agreements with local governments prior to distributing any funding received by Grantee under this Agreement.

The installation of litter traps in coastal Alabama watercourses have proven to be effective and successful in capturing litter such as plastic bottles, cups, straws, and other long-lived debris that would otherwise discharge into coastal waters. The objective is to improve water quality in the coastal area of Alabama.

The goal of this project is to place *at least two* litter traps into the coastal waters of Alabama. Litter collected will be recorded to measure effectiveness and assist in adaptive management for source reduction strategies, which can greatly reduce the amount of trash getting into the waterways.

Grantee will be responsible for oversight and monitoring of all funding disbursed to local governments to ensure compliance with all requirements of this Agreement including, but not limited to, compliance with all GOMESA requirements.

**Project Duration:**

This project is expected to take approximately 36 months from the execution of the Agreement.

**Project Costs**

Funding will be provided to the Grantee as a single disbursement following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs.

## Anticipated Costs:

Category	Estimated Cost
<b>Procurement, Deployment and Compliance Oversight and Monitoring</b> as necessary for installation of at least 2 Litter Traps. Additionally, if funding is available, the Department will fund up to two years of operation and maintenance of the litter traps that are installed under this agreement.	\$1,000,000
<b>Total Not to Exceed</b>	<b>\$1,000,000</b>

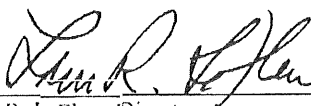
Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities, in addition to subaward funding to local governments within Mobile and/or Baldwin counties. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

## Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (b) Mitigation of damage to fish, wildlife, or natural resources; and (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan.

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Submitted and Approved By: \_\_\_\_\_

  
Lance R. LeFleur Director  
Alabama Department of Environmental Management