Dale County Commission

Commission Meeting Minutes September 8, 2026

The Dale County Commission convened in a regular session Tuesday, September 8, 2026, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Grantham followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda, minutes, and memorandum of warrants.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 106416– 106533.
- Payroll Check Numbers: 155105– 155109.
- Direct Deposit Check Numbers: 437742- 437891.

Minutes: Commission Meeting of August 28, 2026.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL

Commissioner Enfinger made a motion to approve the following:

Employment:
Anna Tucker – Judicial Asst. – Probate – Promotion.
Melissa Whitehead – Judicial Asst. – Probate – Promotion.
Amanda Lynne Nelson – Revenue Clerk – Reappraisal – New Hire.
Education Travel:
Steve McKinnobn – Commission – Legislative Meeting – 10/28-29/2026 – 359.83 – Montgomery, AL.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – ACROSS-THE-BOARD COST-OF-LIVING RAISE

Commissioner Carroll made a motion to approve a 4% across-the-board cost-of-living raise effective September 16, 2026. Exhibit 1.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – APOST-CERTIFIED PERSONNEL PAY INCREASE

Commissioner Grantham made a motion to approve a $3.00/hour wage increase for all APOST-Certified personnel effective September 30, 2026. Exhibit 2.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – 2026-2027 BUDGET

Commissioner Grantham made a motion to approve the Dale County Commission's 2026-2027 Budget Exhibit 3.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED– DIVERSIFIED COMPUTER SERVICES PROPOSAL

Commissioner Grantham made a motion to approve the proposal by Diversified Computer Services for Solid Waste software. Exhibit 4.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – FY26 EMA PERFORMANCE GRANT

Commissioner Wilson made a motion to approve the FY26 Emergency Management Agency (EMA) Performance Grant. Exhibit 5.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – FY27 UNAUTHORIZED DUMP RIGHT-OF-WAY CONTRACT

Commissioner Carroll made a motion to approve the FY27 Unauthorized Dump Right-of-way Contract. Exhibit 6.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – WORKERS' COMPENSATION RESOLUTION

Commissioner Wilson made a motion to approve a Workers' Compensation Resolution to renew its participation through September 30, 2030 . Exhibit 7.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, September 22, 2026, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Carroll made a motion to adjourn the meeting. Commissioner Grantham seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

Steve McKinnon, Chairman

Exhibit 1

Dale County Commission

202 Hwy 123 South, Suite C, Ozark, AL 36360

Commission Chairman
Steve McKinnon

Commissioners
Chris Carroll *District 1*
Donald O. Grantham *District 2*
Adam Enfinger *District 3*
Frankie Wilson *District 4*

County Administrator
Cheryl Ganey

September 8, 2026

Re: Across-the-Board Cost-of-Living Adjustment

Effective September 16, 2026 , the Dale County Commission grants a 4% across-the-board cost-of-living adjustment to all County employees, full or part-time, except those in the General Excluded Service. Cost of living adjustments for elected officials shall be in accordance with the terms of the Omnibus Pay Bill.

Exhibit 2

Dale County Commission

202 Hwy 123 South, Suite C, Ozark, AL 36360

Commission Chairman
Steve McKinnon

Commissioners
Chris Carroll — *District 1*
Donald O. Grantham — *District 2*
Adam Enfinger — *District 3*
Frankie Wilson — *District 4*

County Administrator
Cheryl Ganey

September 8, 2026

Re: APOST-Certified Personnel Pay Increase

Due to changes in the labor market among law enforcement agencies across the State, effective September 30, 2026, the Dale County Commission hereby grants a $3.00-per-hour pay increase to all APOST-certified personnel.

DALE COUNTY COMMISSION - 2026-2027 Budget

001 GENERAL FUND

Beginning Fund Balance			0.00	
Estimated Revenues	9,911,769.90			
Estimated Other Sources	2,475,000.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		12,386,769.90		
Expenditures	(12,166,769.89)			
Estimated Other Uses	(220,000.00)			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(12,386,769.89)		
Net RevenuesOther Sources less Expenditures/Other Uses			0.00	
Ending Fund Balance				0.00

050 SHERIFF'S SERVICE OF PROCESS FEE FUND

Beginning Fund Balance			100,000.00	
Estimated Revenues	60,000.00			
Estimated Other Sources	220,000.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		280,000.00		
Expenditures	(380,000.00)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(380,000.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			(100,000.00)	
Ending Fund Balance				0.00

110 ECONOMIC DEVELOPMENT

Beginning Fund Balance			345,000.00	
Estimated Revenues	105,000.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		105,000.00		
Expenditures	(450,000.00)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(450,000.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			(345,000.00)	
Ending Fund Balance				0.00

111 GAS TAX FUND

Beginning Fund Balance			803,957.42	
Estimated Revenues	2,486,320.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		2,486,320.00		
Expenditures	(3,290,277.42)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(3,290,277.42)		
Net RevenuesOther Sources less Expenditures/Other Uses			(803,957.42)	
Ending Fund Balance				0.00

112 PUBLIC BUILDING ROAD & BRIDGE FUND

Beginning Fund Balance			200,000.00	
Estimated Revenues	2,268,000.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		2,268,000.00		
Expenditures	(168,000.00)			
Estimated Other Uses	(2,300,000.00)			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(2,468,000.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			(200,000.00)	
Ending Fund Balance				0.00

113 PUBLIC HIGHWAY & TRAFFIC FUND

Beginning Fund Balance			0.00	
Estimated Revenues	175,000.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		175,000.00		
Expenditures	0.00			
Estimated Other Uses	(175,000.00)			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(175,000.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			0.00	
Ending Fund Balance				0.00

116 CAPITAL IMPROVEMENT FUND

Beginning Fund Balance			338,585.00	
Estimated Revenues	350,000.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		350,000.00		
Expenditures	(500,000.00)			
Estimated Other Uses	(188,585.00)			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(688,585.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			(338,585.00)	
Ending Fund Balance				0.00

117 RRR GAS TAX FUND

Beginning Fund Balance			0.00	
Estimated Revenues	981,000.00			
Estimated Other Sources	300,000.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,281,000.00		
Expenditures	(1,281,000.00)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(1,281,000.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			0.00	
Ending Fund Balance				0.00

119 FIVE CENT GAS TAX FUND

Beginning Fund Balance			0.00	
Estimated Revenues	300,000.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		300,000.00		
Expenditures	0.00			
Estimated Other Uses	(300,000.00)			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(300,000.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			0.00	
Ending Fund Balance				0.00

151 AD VALOREM (JAIL TAX) FUND

Beginning Fund Balance			419,513.00
Estimated Revenues	330,487.00		
Estimated Other Sources	0.00		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		330,487.00	
Expenditures	(750,000.00)		
Estimated Other Uses	0.00		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(750,000.00)	
Net RevenuesOther Sources less Expenditures/Other Uses			(419,513.00)
Ending Fund Balance			0.00

220 REBUILD ALABAMA

Beginning Fund Balance			354,381.32
Estimated Revenues	1,200,000.00		
Estimated Other Sources	0.00		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,200,000.00	
Expenditures	(1,554,381.32)		
Estimated Other Uses	0.00		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(1,554,381.32)	
Net RevenuesOther Sources less Expenditures/Other Uses			(354,381.32)
Ending Fund Balance			0.00

221 FEDERAL

Beginning Fund Balance			0.00
Estimated Revenues	400,000.00		
Estimated Other Sources	0.00		
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		400,000.00	
Expenditures	(400,000.00)		
Estimated Other Uses	0.00		
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(400,000.00)	
Net RevenuesOther Sources less Expenditures/Other Uses			0.00
Ending Fund Balance			0.00

301 2014 GENERAL OBLIGATION FUND

Beginning Fund Balance			0.00	
Estimated Revenues	0.00			
Estimated Other Sources	188,585.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		188,585.00		
Expenditures	(188,585.00)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(188,585.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			0.00	
Ending Fund Balance				0.00

511 SOLID WASTE FUND

Beginning Fund Balance			249,348.25	
Estimated Revenues	1,450,000.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		1,450,000.00		
Expenditures	(1,654,348.25)			
Estimated Other Uses	(45,000.00)			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(1,699,348.25)		
Net RevenuesOther Sources less Expenditures/Other Uses			(249,348.25)	
Ending Fund Balance				0.00

512 LANDFILL FUND

Beginning Fund Balance			0.00	
Estimated Revenues	400.00			
Estimated Other Sources	45,000.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		45,400.00		
Expenditures	(45,400.00)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(45,400.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			0.00	
Ending Fund Balance				0.00

298 AMERICAN RESCUE PLAN

Beginning Fund Balance			485,275.18	
Estimated Revenues	0.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		0.00		
Expenditures	(485,275.18)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(485,275.18)		
Net RevenuesOther Sources less Expenditures/Other Uses			(485,275.18)	
Ending Fund Balance				0.00

031 OPIOID

Beginning Fund Balance			75,000.00	
Estimated Revenues	25,000.00			
Estimated Other Sources	0.00			
ESTIMATED TOTAL REVENUES AND OTHER SOURCES		25,000.00		
Expenditures	(100,000.00)			
Estimated Other Uses	0.00			
ESTIMATED TOTAL EXPENDITURES AND OTHER USES		(100,000.00)		
Net RevenuesOther Sources less Expenditures/Other Uses			(75,000.00)	
Ending Fund Balance				0.00

Exhibit 3

Reappraisal Budget 2026-2027

		2026-2027	
113	**Other wages and salary**		319,109.28
114	**Part-time salaries**		-
116	**Overtime**		1,000.00
121	**Retirement Contributions**		45,996.00
122	**Health Insurance**		74,413.00
123	**Life Insurance**		360.00
124	**FICA EMPLOYER'S SHARE**		24,412.00
125	**WORKER'S COMPENSATION INSURANCE**		1,616.00
126	**UNEMPLOYMENT INSURANCE**		-
127	**Cost of Retiree Insurance**		2,547.00
141	**Dental**		1,520.00
154	LEGAL SERVICES-(NEW FOR 2017)		12,000.00
156	**EMPLOYEE DRUG TESTING**		340.00
164	Auditing Personal Property Contract		-
170	Training/education		2,000.00
171	Dues	5@100.00	500.00
179	**Aerial Photograhy**	**3 yr - $116,160.00**	348,480.00
181	Flagship / ESRI Services		90,282.00
199	Misc services by others	2 Day (BOE)	600.00
211	Office supplies		8,300.00
212	Fuel and lubricants		4,000.00
224	Postage Machine Rent (new)		1,800.00
233	Repair and maintenance office equipment	Muller Communications	1,500.00
234	Repairs and maintenance motor vehicles		1,500.00
241	**Contract - Ingenuity software**	**Ingenuity**	41,160.00
241	**Fox Hill Maintenance**	**1/3 of 3900.00**	15,600.00
241	**Fox Hill Email Charges**	**150.00 x 3**	450.00
243	**Utilities**		3,000.00
251	**Telephones**		7,500.00
252	Postage		30,000.00
253	Advertising		550.00
255	**Cellular Service**		2,000.00
256	**GPS Object Code**		600.00
262	Mileage		2,500.00
264	Room and meals	(Increase)	13,500.00
265	Registrations and training		5,200.00
271	**Insurance on building**		3,600.00
272	**Insurance on motor vehicles (2)**		1,500.00
274	**General Liability Insurance**		3,000.00
409	**Subscriptions**		2,412.00
470	Minor office equipment & Furn. $500-$4999		4,000.00
541	Direct equipment and furniture		2,000.00
550-551	Purchase new vehicle		-
	Total Budget		1,080,847.28

Exhibit 4

Diversified Computer Services

June 15, 2026

Cheryl Ganey
County Administrator
Dale County Commission
202 AL-123
Ozark, AL 36360
(334) 774-6025

Cheryl,

We appreciate your time last week and your interest in our Sanitrader sanitation customer management & billing system. As requested, we are providing you with a proposal for your consideration for the implementation and support of the Sanitrader customer management & billing system for Dale County. Also, as we discussed, in the event Dale County decides to move forward with Sanitrader, there would be a 3 to 4 month implementation time frame.

Additional benefits of becoming a Sanitrader user include:

- Ongoing training and support to ensure Sanitrader meets your organization's needs
- Participation in development discussions for future system enhancements
- Consultation & process development for mass mailing & payment processing services

For more than 30 years, DCS has partnered with local governments to help integrate software and technology into their operations. These solutions have automated processes, organized valuable information, facilitated data driven decisions, and ultimately helped our customers accomplish more. Some examples include: CIMS, our comprehensive information management system; TracSpot, our advanced GPS fleet tracking system; FMS, our facilities management system; PROCORE, our project management & compliance/reporting system.

Price information for this proposal is included on the following page.

If you have any questions or need further information, please do not hesitate to contact me at (334)546-2896.

Again, thank you for your time and consideration!

Sincerely,

Dane

Dane Floyd
Diversified Computer Services, LLC

Exhibit 4

Diversified Computer Services

Dale County Proposal Price Information

Non-Recurring Charge		
SANITRADER	**Implementation & Training** ▪ System Configuration* ▪ Standard Data Conversion/Migration (up to 15hrs)** ▪ Data Integrity & Testing ▪ Go-Live Assistance ▪ Initial User Training	**$5,000** *one-time*
These fees will be invoiced immediately upon completion of onboarding & user training. * Any custom development or services beyond standard implementation scope will be quoted separately upon request. ** Data Migration & Conversion time in excess of 20 hours to be billed at $125/hr.		

Recurring Charge - Customers & Billing Management Only		
SANITRADER	**Cloud System License Fee & Support** ▪ Based on 6,500 customers ▪ Includes Customer & Billing Management*** ▪ Excludes Routes, Workorders & Containers ▪ Unlimited System Users ▪ Periodic System Updates ▪ Ongoing Customer Support	**$24,000** *per year*
*** Invoice printing & mailing service fees are not included in the Cloud System License Fee. Payment processing convenience fees are also handled separately via 3rd party payment processor.		

Exhibit 5

ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)
FY 2026 COOPERATIVE AGREEMENT (CA)

1. Subrecipient:	**Dale County EMA EIN: Y179FDKWHG85**
2. Effective Dates:	**10/01/2025-09/30/2026**
3. Issuing Agency:	**Alabama Emergency Management Agency, 5898 County Road 41, P.O. Drawer 2160, Clanton, AL 35046-2160**
4. FAIN:	**EMA-2025-EP-05002**
5. CA Number:	**25EMF = $47,979** **25ES-1 = $9,596**
6. Local Allocation Amount:	**$57,575.00**
7. CFDA #:	**97.042**
8. Federal Award Date:	**06/25/2026**
9. Federal Award Type:	**FY2025 EMPG**

Subrecipient agrees to: (1) provide information requested by AEMA regarding the subrecipient's emergency management operation in a timely manner; (2) submit requests for reimbursement of expenditures incurred relative to this agreement using forms provided or approved by AEMA and utilize the AEMA Grants Management online portal; (3) present claims with clear and adequate supporting documentation as instructed by AEMA; (4) submit claims on a monthly basis within thirty (30) calendar days after the end of the month for which they are filed; (5) submit **all** claims relating to this grant by October 31, 2026; (6) provide information requested by AEMA concerning claimed expenditures within three (3) working days; (7) utilize funds for essential operating expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary and eligible operating costs; (8) make available to AEMA all EMPG related files and documentation for compliance monitoring and review; (9) comply with all reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance; and (10) contribute 50% of all costs submitted for reimbursement as a cash match consisting of payments made by the subrecipient.

The AEMA Director or his/her designated agent may elect to withhold, or, with a ten (10) day notice, withdraw all or part of this funding from the subrecipient for: (1) non-compliance with any portion of the terms stated, referenced, or incorporated into this agreement; (2) failure to perform appropriately in an emergency situation; or, (3) allowing the position of local EMA Director to remain vacant for more than thirty (30) days without appointment of either a new Director or an Acting Director. This Agreement includes 1 of 5 reset supplemental EMPG payments that will be made over a five-year period starting in 2026 and ending in 2030. This amount is identified as 25ES-1.

Local EMA Director (print name, sign, and initial each attached page) Date

Certification by County Authorizing Official:
I certify that I understand and agree to comply with the general and fiscal provisions of this agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other applicable federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Authorizing Official as they relate to the requirements of this agreement; that costs incurred prior to award of funds may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the subrecipient will not supplant other state or local funds budgeted for emergency management purposes.

Chief Elected Official (print name and sign) Date

Jeff Smitherman

Jeff Smitherman, Director, AEMA Date

AGREEMENT ARTICLES

Emergency Management Performance Grant (EMPG)

These DHS Standard Terms and Conditions are referenced in the Notice of Award which includes all terms and conditions of a specific award. The Notice of Funding Opportunity (NOFO) for each DHS program describes program requirements and may include program specific terms and conditions. Revisions from the previous DHS Standard Terms and Conditions dated April 18, 2025, are due to changes in statutes, regulations, and executive orders.

The following terms are added for Fiscal Year (FY) 2026:

American Security Drone Act of 2023.

Executive Order 14332, Improving Oversight of Federal Grantmaking.

The following terms are updated:

Communication and Cooperation with the Department of Homeland Security and Immigration Officials.

Termination of a Federal Award.

National Environmental Policy Act (NEPA) of 1969.

The following terms are removed:

Civil Rights Civil Liberties (CRCL) Evaluation Tool.

Limited English Proficiency (Civil Rights Act of 1964, Title VI).

These DHS Standard Terms and Conditions are effective April 16, 2026.

Responsibilities

All recipients, including pass-through entities and their subrecipients, are responsible for complying with the DHS Standard Terms and Conditions.

Policy

The DHS Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2026, and flow down to subrecipients unless a term or condition specifically indicates otherwise. For Federal continuation awards made in subsequent Fiscal Years (FYs), the current DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

1. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

2. General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. 1) Recipients must cooperate with any DHS compliance reviews or compliance investigations.

2) Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4) Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

The Subrecipient acknowledges and agrees to the following policies (full texts are incorporated by reference into the terms of this award) which include the DHS Standard Terms and Conditions, which apply to all new federal financial assistance awards. These terms and conditions apply to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations:

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

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Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38	**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.
Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.
Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

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Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.
Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 **Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 **Compliance with Federal Immigration Law** 1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56	**Non-Applicability of Specific Terms and Agreement Articles** Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.
Article 57	**Impact of San Francisco v. Trump Preliminary Injunction** Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
Article 58	**Impact of State of Illinois v. FEMA Injunction** Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the OHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XV11(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the OHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60	**Period of Performance and Budget Period** Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.
Article 61	**EMPG Performance Goal** The goal of the FY 2025 EMPG Program is to provide funds to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the Goal of a secure and resilient nation. The EMPG funds will address the increasing range and complexity of disasters, support the wide variety of communities we serve, and complement the nation's growing expectations of the emergency management community by meeting the following objectives: 1. Building or sustaining those preparedness capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources (see Priorities section below); 2. Closing capability gaps that are identified in the state or territory's most recent SPR; and 3. Building continuity capabilities to ensure governmental essential functions and services resilience.
Article 62	**This article has been removed**
Article 63	**EMPG Work Plan** The EMPG Work Plan as submitted by the recipient and approved by the Region is incorporated into the terms and conditions of this award.
Article 64	**Funding Hold: Verification of State's Population** FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award. To release the funding hold, the SAA must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States. FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.
Article 65	**Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).** Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.

Article 66	**Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).** Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.
Article 67	**FEMA Notice of Funding Opportunity (NOFO) Requirements and FEMA and AEMA EMPG Program Guidance.** Subrecipients must comply with all applicable requirements set forth in the FEMA NOFO and FEMA and AEMA EMPG Program Guidance, which are incorporated here by reference in these award terms and conditions.

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

Contract#: CU26059DAL

CONTRACTUAL AGREEMENT BETWEEN
DALE COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between the Dale County Commission ("Contractor") and the Alabama Department of Environmental Management ("ADEM" or "the Department"). This Agreement will provide for the collection, management, recycling, and/or disposal of regulated solid waste, funded by the Alabama Solid Waste Fund for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed **$150,000.00** for the services performed under this Agreement. Unless otherwise specified in the work plan, mileage, travel, and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices per the Alabama Environmental Permitting and Compliance System (AEPACS) on an "as needed" basis to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of the expiration of this Agreement.

C. All procurement of goods and services with 3rd parties must comply with State procurement rules in compliance with Alabama Procurement Law Section 41-4-131 et. seq. of the Code of Alabama, as amended.

D. This Agreement may be terminated or suspended in whole or in part in writing by the Department in the event of substantial failure by the Contractor to fulfill its obligations under the Agreement. Termination of the Agreement will be controlled by the terms of Section 4 below. A suspension of the Agreement may not be effected unless the Contractor is given: (i) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to suspend; and (ii) an opportunity for consultation with the suspending party prior to the suspension.

Upon receipt of a notice of termination pursuant to Section 4 or suspension under Paragraph D. of this Section, the Contractor shall: (i) promptly discontinue all effected work (unless the notice directs otherwise), and (ii) deliver or otherwise make available to ADEM all data, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the county in performing the contract, whether completed or in process. The Contractor shall be entitled to compensation for satisfactory work completed under the Agreement.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate on **September 30, 2029**. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the Solid Waste Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination if funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least thirty days before the effective date of such termination. In

that event, any finished or unfinished studies, reports, or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports, or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed before termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the Contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency ("EPA") issued pursuant to that title, to the end that 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 contract.

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

8. Interest of Members of the Department and Others

No officer, member, or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information, or other materials produced for dissemination under this Agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs, or artwork delivered to the Department under this Agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this Agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise therefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act (Public Law 98-502) and OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as "Uniform Guidance"). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records, and directly pertinent books of the Contractor involving transactions related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act because of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The Contractor'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.

19. Requisite Reviews and Approvals

The Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and the Contractor shall not begin performing work under this contract until notified to do so by the Department. The Contractor is entitled to no compensation for work performed before the effective date of this contract.

20. Immigration Affirmation

By signing this contract, the contracting 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 contracting party found to violate this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor 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 this State can enjoy open trade.

22. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR § 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

23. No Funds for Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Non-appropriation and Proration (Section 41-4-144(c))

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

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

25. Economic Boycott

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 41-16-160, Code of Alabama 1975, as amended.

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 contract 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.

DALE COUNTY COMMISSION

By: _____
Steve McKinnon
Dale County Commission Chairman

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Edward Poolos
Director

Digitally Signed By
Jeff Kitchens
08/20/2026, 03:25

_____
As to the Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 8th day of September, 2026.

ATTACHMENT A

SCOPE OF SERVICES

The Unauthorized Dump Right-of-Way (UDROW) Scope of Services applies to the collection, management, recycling, and disposal of regulated solid waste funded by the Alabama Solid Waste Fund. The associated UDROW contractual agreement shall reimburse expenses associated with the services described below up to **$150,000.00** for the duration of the contract or until the contract is otherwise modified or terminated.

The Dale County Commission ("County") shall furnish all necessary labor, supervision, equipment, tools, materials, supplies, and any other items or activities related to providing the following services:

1. The collection of non-hazardous regulated solid waste (as defined by ADEM Admin. Code div. 335-13), to exclude scrap tires and scrap tire materials, from county right-of-way locations. [Note: The collection and proper disposition of scrap tires and scrap tire materials may be managed under the Scrap Tire Right-of-Way Program]:

A. To be eligible for reimbursement under the UDROW scope of services, the above-referenced project locations must contain a minimum of five (5) cubic yards of regulated solid waste but not more than twenty-five (25) cubic yards of regulated solid waste and fall within a 100-foot radius of the centerline of the county road.

B. The collection or removal of hazardous waste (as defined in ADEM Admin. Code div. 335-14) is strictly prohibited under the UDROW scope of services. If hazardous waste is discovered during the execution of a project, the project shall be halted and the waste reported to the Department immediately for its consideration.

2. Upon project completion, all regulated solid waste collected from the county right-of-way project location shall be transported to an approved landfill unit or registered recycling facility as approved by the Department.

3. The County may establish monitored collection center(s) (i.e., roll off containers, etc.) for regulated solid waste collected from the right-of-way within its jurisdiction. Such collection centers will be subject to prior approval by the Department and will be subject to certain requirements and limitations.

4. At all project locations, the County shall conduct site restoration activities to minimize erosion in those areas where soils have been disturbed by heavy machinery, if required.

5. The County shall use its associated UDROW Alabama Environmental Permitting and Compliance System's (AEPACS) external portal to receive and submit all documentation associated with this program (see Conditions 5.A. thru 5.E.). All counties, County Commissioners, and their authorized representatives participating in the UDROW program will receive access to the AEPACS portal along with instructions on utilizing the external portal to complete and submit their required documentation.

A. Only those project locations qualified and approved, as per Sections 1.A., 3., and 5.B., and located on the county right-of-way can be addressed under this scope of service.

B. Prior to conducting work at a potential project location, the County must first submit a **UDROW Project Request Form** to the Department for approval via its associated UDROW AEPACS external portal with the following information: site location information (such as addresses, road name, and GPS coordinates), pre-remediation photos of the project location, and a basic cost estimate for the project before remediation can take place.

C. Upon the completion of work at each pre-approved project location, the County shall submit to the Department, via its associated UDROW AEPACS external portal, a **UDROW Project Completion Notice and Payment Determination**, and supporting documentation for the collection, management, recycling, and/or disposal of all collected regulated solid waste from the county right-of-way. For standard projects, those projects utilizing county personnel and equipment to remediate them, the payment request must include, at a minimum, the following: appropriate disposal and recycling receipts, labor and equipment breakdown and costs using current industry standard equipment rates, post-remediation photo(s) of the project location, and any documents deemed by the Department to be relevant to the clean-up, recycling, or disposal of regulated solid waste.

For those projects utilizing pre-approved roll-off containers only, the following documentation is required: a valid invoice for the roll-off container from the container company being contracted, disposal receipts showing the amount of waste collected and disposed, at least one photo of the roll-off container as it is being removed from the site, and any documents deemed by the Department to be relevant to the clean-up, recycling, or disposal of regulated solid waste.

D. To receive payment for work performed at pre-approved project locations that were completed within a particular quarter, the County must submit, via its associated UDROW AEPACS external portal, a **UDROW Quarterly Payment Request Form** within thirty (30) days following the conclusion of that quarter.

E. The Department will not accept or approve any UDROW Quarterly Payment Request Forms that are submitted outside of the current fiscal year unless submitted for the fourth quarter of that same fiscal year.

6. The UDROW program was established as a courtesy to help counties offset the costs associated with the removal of regulated solid waste deposited along their county rights-of-way. The Department reserves the right to withhold reimbursement for any services deemed unrelated to the collection, management, recycling, and disposal of regulated solid waste such as overtime or weekend hours, supplementing of county employee salary, unreasonable equipment or employee costs, or any other cost deemed by the Department to be unrelated to the collection, disposal, and recycling of regulated solid waste. Before submitting a UDROW Quarterly Payment Request Form, the responsible county personnel should contact the Department UDROW representative with any questions regarding acceptable reimbursements.

This agreement shall remain valid from the date of execution of the interagency cooperative agreement until September 30, 2029.

RESOLUTION

WHEREAS, Dale County is a member of the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund ("the Fund") on October 1, 2026; and

WHEREAS, the County's participation in the Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Fund continues to be in the best interest of Dale County and its officials and employees; and

WHEREAS, the Fund is providing a 2030 Longevity Bonus to those County participants who remain active members of the Fund through at least September 30, 2030; and

WHEREAS, Dale County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on September 30, 2030, at which time the provisions of the existing contract between Dale County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the Dale County Commission that it renews its participation in the Fund through September 30, 2030, and hereby directs its Chair to immediately provide a copy of this resolution to the Fund.

AND, BE IT FURTHER RESOLVED, by the Dale County Commission that, should it voluntarily withdraw from the Fund prior to September 30, 2030, it agrees to return the 2030 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Adopted this 8th day of September 2026.

_____

County Commission Chairperson