Alabama Broadband Accessibility Fund

2023 Grant Application



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Montgomery, Alabama 36103-5690

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2023 Grant Application

**APPLICANTS MUST USE THE FOLLOWING APPLICATION FORM, COMPLETE IT IN ITS ENTIRETY, AND LABEL ATTACHMENTS AS INSTRUCTED. FAILURE TO DO SO MAY RESULT IN LOSS OF POINTS OR REJECTION OF APPLICATION.**

**APPLICANTS SHOULD REVIEW THE ALABAMA BROADBAND ACCESSIBILITY FUND 2023 GRANT APPLICATION GUIDE AND RATING CRITERIA FOR MORE INFORMATION AND RELEVANT DEFINITIONS FOR COMPLETING THIS APPLICATION.**

**APPLICANTS SHOULD NOT INCLUDE CONFIDENTIAL INFORMATION IN THEIR APPLICATIONS. APPLICATIONS ARE SUBJECT TO PUBLIC RECORDS REQUESTS IN ACCORDANCE WITH THE ALABAMA OPEN RECORDS LAW.**

**2023 Grant Application**

Applicant Information

|  |
| --- |
| Project Name: |
| Legal Name of Entity: |
| Mailing Address: |
| Name and Title of CEO: |
| Name and Title of Contact: |
| Phone Number and Email of Contact: |
| CAGE Code: |

**Note:** *All successful applicants will be required to complete and submit the Beason-Hammon Alabama Taxpayer and Citizen Protection Act Certification, a complete copy of their E-Verify Memorandum of Understanding (MOU), the State of Alabama Disclosure Statement, and the Signatory Authority Form. Additionally, all recipients must register in the State of Alabama Accounting and Resource System (STAARS) Vendor Self Service (VSS). The Taxpayer ID number, entity name, and entity address must match across all documents and with the information in STAARS.*

A. Project Description

**This section is worth up to 45 points. Up to 25 points will be awarded to applicants based on their answers to the questions below, up to 10 bonus points for applicants adequately demonstrating the criteria listed in number eight (8) below, and up to 10 bonus points for applicants applying for service areas where the existing connection to the Internet provides capacity for transmission at an average speed per customer of less than 25 megabits per second downstream and three megabits per second upstream (25/3 Mbps). Points will be awarded based on verifiable information only.**

Previously unsuccessful ABAF applicants that have received technical assistance from ADECA regarding their 2023 ABAF application will receive additional consideration for the 2023 program year.

Please complete the project description sections below.

1. Discuss the proposed project area, including boundaries, number of households, businesses, and any community anchors (libraries, schools, police and fire stations, hospitals, etc.). The applicant shall also identify if the project area is located within an unincorporated area and provide information regarding how the area meets the definition of rural area.

Please complete the following table:

|  |  |
| --- | --- |
| Number of Households to be Served |  |
| Number of Businesses to be Served |  |
| Number of Community Anchors to be Served |  |

ADECA will determine if the applicant is eligible for the bonus points for applying for service areas where the existing connection to the Internet provides capacity for transmission at an average speed per customer of less than 25/3 Mbps.

**Note:** *Generally, applicants may establish that the proposed project is in an unserved area and in a rural area by using the Alabama Broadband Map (*[*https://broadband.alabama.gov/ broadband-maps/*](https://broadband.alabama.gov/broadband-maps/)*).* *Applicants are strongly encouraged to conduct a field review. If an area is shown as unserved on the Alabama Broadband Map at the time of the application but becomes served prior to the execution of the grant agreement, the project may not be eligible for funding. The Alabama Broadband Map shows service speeds and percentages by census block and areas within a census block may be eligible, even if shaded on the map.*

1. Complete the unshaded boxes in the following table. The shaded boxes will populate automatically.



1. Provide the number of route miles that will be constructed to complete the project in the box below:

|  |  |
| --- | --- |
| Route Miles |  |

1. Complete the following table that explains the proposed service, technology type, advertised download speed in megabits per second, advertised upload speed in megabits per second, and monthly price (non-promotional). **The table must include pricing for at least one service offering at least 100/100 Mbps speeds.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service | Technology Type | Advertised Download Speed (Mbps) | Advertised Upload Speed (Mbps) | Monthly price (non-promotional) |
|  |  |  |  |  |

1. Provide a preliminary technical evaluation of the project certified by a licensed Professional Engineer.

|  |  |
| --- | --- |
| Name of Licensed Professional Engineer | License Number and State |
|  |  |

This evaluation shall include:

1. A description of how the proposed infrastructure will provide speeds of no less than 100/100 Mbps to all potential end users in the project area, how the network will work using the proposed equipment, and how the network will be connected to sufficient backhaul infrastructure to support the proposed maximum speeds.
2. A project cost estimate (the cost estimate shall include construction costs, any “make ready” costs, and costs associated with easements and permits). Please describe any special conditions that have contributed to greater than average costs for certain items, such as major water crossings, hard rock areas, etc. Any cost estimate contingency shall not exceed 15 percent of total project costs.
3. A project schedule demonstrating completion of the project within two years (or an extended timeframe requested by the applicant due to project complexity).
4. A map of the proposed project area shown as a polygon. The polygon must encompass all proposed new customers. **Other depictions such as lines or points will not be accepted. Maps shall be in a shapefile format.**
5. A discussion of any easement and/or permitting requirements for the proposed project area. Additionally, the applicant shall identify any easement and/or permitting requirements that will necessitate coordination with the Alabama Department of Transportation.
6. Discuss the applicant’s technical and managerial capabilities to complete the project within two years of awarding the grant (or requested extended timeframe). Applicants may request more than two years to complete the project due to project complexity as part of the application. If an increased time for completion is approved by ADECA, the increased timeframe will be included in the grant agreement.

**Note:** *Recipients will be required to report progressive completion of the project on not more than a quarterly basis until closeout. Grants for projects not showing progress may be rescinded by ADECA.*

|  |  |
| --- | --- |
| YES | NO |

1. Identify whether the applicant assesses charges for attaching to its poles.

If yes, provide the applicant’s average pole attachment rates charged to an unaffiliated entity in the table below (does not apply to a utility as defined under Ala. Code § 37-4-1(7)a):

|  |  |
| --- | --- |
| Average Pole Attachment Rate |  |

1. If applicable, discuss the applicant’s plan to use vendors and subcontractors that have been certified by the Office of Minority Business Enterprise or that are Disadvantaged Business Enterprises.

**Note:** *If an applicant chooses to claim consideration under this criterion, a quarterly report will be required. Vendor and subcontractor self-certification of Minority, Female Owned, or Disadvantaged Business Enterprise status will not be accepted.*

1. If applicable, discuss whether the project is a middle mile project. If the project is a middle mile project, the applicant shall demonstrate that the project will connect other service providers eligible for grants under ABAF with broadband infrastructure further upstream in order to enable the providers to offer broadband service to end users. Eligible middle mile projects may include projects in (i) an unserved area or (ii) a rural area that does not meet the definition of an unserved area but otherwise meets the requirements for an eligible project, for which the grant applicant demonstrates, by specific evidence, the need for greater broadband speeds, access, capacity, resiliency, or service which is not being offered by an existing service provider. An example of specific evidence can be found in the ABAF Frequently Asked Questions at <https://adeca.alabama.gov/grant-application-and-implementation/>.
2. If applicable, discuss whether the project involves providing broadband service to a specific hospital, health care facility, public school, public safety, or economic development site in a rural area that **does not** meet the definition of an unserved area but otherwise meets the requirements for an eligible project. If so, the grant applicant shall demonstrate, by specific evidence, the need for greater broadband speeds, access, capacity, resiliency, or service which is not being offered by an existing service provider. An example of specific evidence can be found in the ABAF Asked Questions at <https://adeca.alabama.gov/grant-application-and-implementation/>.

B. Application Budget

**This section is worth up to 25 points. Points will be awarded based on verifiable information only.**

Please complete the project budget sections below.

1. Itemize eligible project expenses. Generally, eligible expenses will be limited to construction and construction-related costs of broadband infrastructure. Operating expenses are not eligible expenses. Any costs incurred before the execution of a grant agreement for a project are not eligible for reimbursement. Any additional expenses associated with the project, but not part of the grant budget, should be included in the narrative. Complete the unshaded boxes in the following table. The shaded boxes will populate automatically.

**Note:** *The applicant may break out materials and labor costs* ***or*** *use a lump sum for construction/installation. Do not complete both.*



1. Discuss the applicant’s necessary financial resources to:
   1. Sustain service to the project area (business model); and

* 1. Provide adequate project financing (additional documentation may be requested by ADECA).

Any additional documentation can be included in a separate electronic file titled Project Budget Attachment and submitted with this application.

1. Discuss any partners or subcontractors associated with the project and describe each party’s role in the project.
2. Describe any funds that will be used by the applicant to complete the project that are from sources other than the ABAF. Any award under the ABAF, when combined with other forms of state or federal support or assistance dedicated to the project, other than interest-bearing loans, may not exceed 90 percent of the total project costs.

C. Other Program Priorities

Please answer each of the following questions either “YES” or “NO.” For each “YES” answer, provide a brief narrative and any supporting documentation in a separate electronic file titled Other Program Priorities Attachment, and submitted with this application. Any claims that cannot be verified will receive zero points in our scoring system. “NO” answers will receive zero points in our scoring system.

|  |  |  |  |
| --- | --- | --- | --- |
| Does this project seek to leverage grant funds through private investment? | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| Does this project seek to leverage grant funds through extension of existing infrastructure? | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| **\***Does this project serve locations with demonstrated community support, including, but not limited to, documented support from local government? | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| Is this project the most cost effective and technically efficient in that it proposes to serve the highest number of unserved homes, businesses, and community anchor points for the least grant fund cost and best level of service, emphasizing projects including the highest broadband speeds (at least 100/100 Mbps)? | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| Does this project provide material broadband enhancement to hospitals, clinics, and other medical facilities located in rural areas? | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| Does this project support local libraries in this state for the purpose of assisting the libraries in offering digital literacy training pursuant to state library and archive guidelines? | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| Does this project provide support for the deployment of infrastructure to be owned and operated exclusively by Internet service providers serving subscribers in Alabama for at least three years or organizations incorporated, headquartered or with a principal place of business in Alabama? | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| Does this project commit to improving the adoption rate of broadband services by offering programs to households that meet guidelines established by ADECA or the funding source, including, but not limited to, special service rates, Internet-enabled devices that meet the needs of the user, and digital skills training?  (The applicant should describe any low-cost  broadband service options that would be provided through the project as well as the applicant’s participation in any federal programs that provide low-income consumers with subsidies on broadband Internet access services, including the Affordable Connectivity Program (ACP)). | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |
| Has the applicant been certified by the ADECA Office of Minority Business Enterprise or otherwise as a Disadvantaged Business Enterprise? Documentation of certification does not include self-certification as provided in SAM.gov. | YES | NO | If yes, include an explanation and documentation in a file titled Other Program Priorities Attachment. |

**\*Note:** *Matching fund commitments by a local entity (i.e., municipality/county) must be described in a resolution that is adopted by the local entity. Applicants must submit this resolution as an attachment to the application. Local entities that commit match funding for a project must also enter into a Memorandum of Understanding with ADECA. In addition, an applicant may seek bonus points by demonstrating a commitment to serve a community through a project or supported partnership that supplements and complements the applicant’s grant proposal to deploy broadband to the area. The applicant should include a letter from the community documenting any community projects and support for the proposed project.*

*A sample resolution for local entity matching funds and a sample community support letter, as well as examples of “demonstrated community support” projects, are provided in Appendix A to this application.* *This list is not intended to be exhaustive but, rather, to provide guidance on the necessary scope, scale, and intended impact of these projects. A sample Memorandum of Understanding between ADECA and a local entity that commits match funding for a project is provided in Appendix B to this application.*

D. Certifications

1. The applicant certifies that it is a cooperative, corporation, limited liability company, partnership, or other private business entity, or a unit of government that provides broadband services.
2. The applicant certifies that all customers served as a result of this project will have access to an internet connection capable of transmitting broadband signals at or above 100 megabits per second of download speed and 100 megabits per second of upload speed.
3. The applicant certifies that it has the technical, managerial, and financial capabilities to complete the project within two years (or an extended timeframe requested by the applicant due to project complexity).
4. The applicant certifies that it has submitted, within the one-year period preceding the awarding of the grant, the entity’s broadband service availability information to Alabama’s broadband mapping program. Further, the applicant certifies that it will continue to participate in Alabama’s broadband mapping program throughout the entire project period by providing accurate, complete, and timely responses to mapping data requests from ADECA or its contractors.

|  |  |
| --- | --- |
| **Certification** | |
| I, the undersigned, am authorized to obligate my entity and enter into agreements for my organization. I understand that the above certifications do not guarantee funding and a grant agreement will be executed prior to project funds being awarded. I further understand that, if the above statements cannot be verified, no grant funds will be awarded under this program. Finally, to the best of my knowledge, the above certifications are true and correct. | |
| Signature of Applicant: | Date: |
| Title of Applicant: | |

For more information regarding the Alabama Broadband Accessibility Fund, please send questions to broadband.fund@adeca.alabama.gov or call (334) 353-0767 between the hours of 8:00 AM to 4:00 PM, Monday through Friday.

**Appendix A**

ABAF Municipality Match Resolution Template

ABAF County Match Resolution Template

Example Letter and Projects for Demonstrated Community Support

**ABAF Municipality Match Resolution Template**

**Whereas,** (Applicant Name), hereinafter referred to as the Applicant, is applying for grant funding under the Alabama Broadband Accessibility Fund (ABAF) administered by the Alabama Department of Economic and Community Affairs (ADECA); and

**Whereas,** the Applicant proposes to build network facilities capable of providing high-speed broadband services to residents and businesses of (Municipality Name) that are within the proposed funded service area, hereinafter referred to as the Project; and

**Whereas,** the (Municipality Name) has determined that the proposed Project, if completed, would meet a public purpose; and

**Whereas,** grants awarded under the ABAF may not exceed the lesser of 80 percent of Project costs, or $5,000,000, and ABAF requires the Applicant to provide any funds beyond those awarded through the ABAF necessary to complete the Project; and

**Whereas,** the Applicant must provide no less than 20 percent of the Project’s cost through sources of funding other than the ABAF and no less than 10 percent must come from non-state and non-federal grant sources; and

**Whereas,** the Applicant has requested that (Municipality Name) provide matching funds in the amount of [(Match Amount Requested) or (Percentage of Total Project Cost Requested)]; and

**Whereas,** (Municipality Name) certifies that it has reviewed all relevant rules and guidelines for the ABAF and has consulted legal counsel and received confirmation that it has authority to commit these funds to this Project; and

**Whereas,** (Municipality Name) certifies that it has consulted legal counsel and that it is aware of, and capable of complying with, all obligations and compliance requirements attached to ABAF funding and can comply with all relevant ABAF requirements and those of the other local, state, or federal source of the matching funds obligated to this Project by (Municipality Name); and

**Whereas,** (Municipality Name) and the Applicant will enter into an agreement detailing how, when, and under what conditions (Municipality Name) funds will be paid to the Applicant; and

**Whereas,** (Municipality Name) agrees that, if the Applicant completes the Project at a cost lower than the approved budget for the Project, (Municipality Name) will still be obligated to contribute funding, but at a reduced amount in the same proportion of committed funding to the original budgeted amount; and

**Whereas,** (Municipality Name) has worked with the Applicant to ensure that the Project considers the broadband connectivity and adoption needs of the residents of (Municipality Name).

**Now, therefore,** (Municipality Name) authorizes the provision of matching funds in the amount of [(Match Amount Requested) or (Percentage of Total Project Cost Requested)] to be paid through an agreement with the Applicant detailing the requirements for payment and any other terms and conditions, if the proposed Project is awarded through the ABAF; and

(Municipality Name) authorizes the Mayor to enter into to a memorandum of understanding with ADECA regarding the sharing of data related to Project progress and completion.

**Adopted** this the (Day) of (Month), 20\_\_.

**ABAF County Match Resolution Template**

**Whereas,** (Applicant Name), hereinafter referred to as the Applicant, is applying for grant funding under the Alabama Broadband Accessibility Fund (ABAF) administered by the Alabama Department of Economic and Community Affairs (ADECA); and

**Whereas,** the Applicant proposes to build network facilities capable of providing high-speed broadband services to residents and businesses of (County Name), hereinafter referred to as the County, that are within the proposed funded service area, hereinafter referred to as the Project; and

**Whereas,** the County has determined that the proposed Project, if completed, would meet a public purpose; and

**Whereas,** grants awarded under the ABAF may not exceed the lesser of 80 percent of Project costs, or $5,000,000, and ABAF requires the Applicant to provide any funds beyond those awarded through the ABAF necessary to complete the Project; and

**Whereas,** the Applicant must provide no less than 20 percent of the Project’s cost through sources of funding other than the ABAF and no less than 10 percent must come from non-state and non-federal grant sources; and

**Whereas,** the Applicant has requested that the County provide matching funds in the amount of [(Match Amount Requested) or (Percentage of Total Project Cost Requested)]; and

**Whereas,** the County certifies that it has reviewed all relevant rules and guidelines for the ABAF and has consulted legal counsel and received confirmation that it has the authority to commit these funds to this Project; and

**Whereas,** the County certifies that it has consulted legal counsel and that it is aware of, and capable of complying with, all obligations and compliance requirements attached to ABAF funding and can comply with all relevant ABAF requirements and those of the other local, state, or federal source of the matching funds obligated to this Project by the County; and

**Whereas,** the County and the Applicant will enter into an agreement detailing how, when, and under what conditions the County’s funds will be paid to the Applicant; and

**Whereas,** the County agrees that, if the Applicant completes the Project at a cost lower than the approved budget for the Project, the County will still be obligated to contribute funding, but at a reduced amount in the same proportion of committed funding to the original budgeted amount; and

**Whereas,** the County has worked with the Applicant to ensure that the Project considers the broadband connectivity and adoption needs of the residents of the County.

**Now, therefore,** the County authorizes the provision of matching funds in the amount of [(Match Amount Requested) or (Percentage of Total Project Cost Requested)] to be paid through an agreement with the Applicant detailing the requirements for payment and any other terms and conditions, if the proposed Project is awarded through the ABAF; and

The County authorizes the Chairperson to enter into a memorandum of understanding with ADECA regarding the sharing of data related to Project progress and completion.

**Adopted** this the (Day) of (Month), 20\_\_.

[Applicant Logo/Letterhead]

Applicant physical address

Applicant email address

Date

Maureen Neighbors

Chief, Alabama Digital Expansion Division

Alabama Department of Economic and Community Affairs (ADECA)

Via email: [broadband.fund@adeca.alabama.gov](mailto:broadband.fund@adeca.alabama.gov)

Dear Ms. Neighbors,

I am writing on behalf of [Local Entity] to express our support for the grant application and proposed project submitted by [Applicant] to the Alabama Broadband Accessibility Fund. We have reviewed the application, including the proposed project service area and proposed service offerings, and believe that this project will expand access to reliable, high-speed broadband services to our community.

In addition, we have discussed the needs and opportunities within our community with [Applicant]. [Applicant] has agreed to work with us on an additional broadband project that will directly benefit our community. Specifically, [Applicant] has agreed to [**insert community support project description, including estimated number of impacted citizens and approximate initiation and completion dates. See attached list of examples of community support projects**.].

We look forward to working with [Applicant] to bring these benefits to our community and we urge ADECA to approve this grant application. Please contact [Name, Title, Phone, Email] with any questions or to discuss our work with [Applicant] on this proposed project.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of an Authorized Representative for Local Entity]

Name, Title

Local Entity

Address

Phone

Email

**Examples of Community Support Projects**

The following list provides examples of projects potentially representing “demonstrated community support” for an Alabama Broadband Accessibility Fund application. This list is not exhaustive and ADECA will determine whether a proposed project qualifies as demonstrating community support. Applicants requesting additional consideration for their applications as a result of a community support project must provide sufficient project documentation, which may include a letter from the local entity with a description of the project or a copy of an agreement, memorandum of understanding, resolution, proclamation, or declaration from the local entity describing the project.

**ADECA has no obligation or authority over these community support projects and will not be monitoring the process or progress of such projects**. These projects instead will be governed by the agreements reached between the applicants and the local entities. These projects may include more than one local entity and could be regionwide or involve a consortium of local entities, which should be reflected in the project documentation submitted by the applicant to ADECA. ADECA will review the documentation to ensure it demonstrates community support, but it will not preapprove or otherwise oversee project implementation.

**Access**

* Public Wi-Fi services at key community spaces within the local entity’s jurisdiction, including parks, athletic fields, municipal buildings, municipal community centers, performing arts centers, and libraries, particularly in low-income or disadvantaged communities.
* Public Wi-Fi services at public school sites or on school buses parked in locations throughout the community to help address the “homework gap.”
* Infrastructure deployment, including but not limited to public Wi-Fi services, to homeless facilities, affordable housing, senior living housing, and municipal hospitals serving low-income communities.
* Infrastructure deployment to support public safety, such as fairgrounds and other facilities used for evacuation or emergency command center coordination.

**Devices**

* Commitment to provide free/reduced-cost devices (tablets, laptops, smartphones, routers) for identified populations, such as families with school-age children, homeless, low-income households, foster youth, formerly incarcerated, and veterans.
* Technical support for the setup and repair of these devices, either through a contract with a local agency or company, or through the applicant itself.

**Affordability**

* Subsidized or free access to the public Wi-Fi networks described above.
* Robust low-income pricing program targeted to the local community (if applicant does not plan to provide a low-income program more generally).
* Resources to support a consumer outreach and education program regarding low-income discount programs for broadband services and devices.
* Support for a “digital navigator” program to help families apply for discounted broadband services and devices through other programs, such as the Affordable Communications Program (ACP).
* Subsidized or free service (beyond participation in ACP) for specific periods of time for community anchor institutions, affordable housing residents, homeless shelters, community facilities, and other municipal facilities.
* Programs that provide discounts on services and equipment to small businesses in economically-disadvantaged neighborhoods.

**Digital Literacy**

* Sponsorship and technical assistance for digital literacy programs implemented by public agencies or through community anchor institutions and nonprofits. This could include:
  + Creating the content for a series of digital literacy programs or paying for a third-party content creator to develop the curriculum.
  + Sponsorship of rental fees for the facility where classes are held or offering to host classes in their own offices.
  + Payment of the equipment and fees associated with online digital literacy instruction for both the “host/teacher” and the “student,” including computers, routers, seat licenses, online applications, and materials.
  + Payment for advertising of the classes (flyers, radio, print ads, web pages, etc.);
  + “Loaning” applicant personnel as volunteers to support these programs.
  + Free or heavily subsidized devices and/or services once a participant completes the training.
  + Providing translation services for class material into Spanish or other languages most commonly used in the community.
* Digital literacy classes through the public, charter, and private schools with predominantly low-income student population that include evening events for parents and family members.
* Technical/customer support and “train the trainer” services, including how to troubleshoot technical problems with related equipment and a “hotline” available after completion of the class.

**Workforce and Job Training**

* Work with relevant local businesses to support internship and apprenticeship programs for the planning, design, and construction of broadband networks.
* Work with local community colleges and other technical training resources to design a program that will create a pipeline of local talent into broadband network construction (likely done on a regionwide basis).

**Appendix B**

Memorandum of Understanding for ADECA and Local Entities Template

ABAF Grant No.:

Memorandum of Understanding

Alabama Broadband Accessibility Fund-Awarded Project

This Memorandum of Understanding (MOU) is entered into as of the date last signed below by and between the Alabama Department of Economic and Community Affairs (ADECA) and (Community Name) (Community).

**Purpose**: ADECA has awarded a grant in the amount of (Award Amount) to (Recipient Name) (Recipient) through the Alabama Broadband Accessibility Fund (ABAF). The Recipient is required to provide a match of [(Match Amount) or (Percent of Project Cost)] for the project, as indicated in the project budget. The Community has committed to a portion of that match by a resolution approved by the Community and submitted with the Recipient’s ABAF application. The Community has agreed to provide matching funds in the amount of [(Local Commitment Amount) or (Percent of Project Cost)].

Therefore, the Community and ADECA enter into this MOU to identify the obligations between ADECA and the Community.

ADECA shall notify the Community of:

1. Any ADECA-approved extensions or amendments to the project.
2. The project’s completion date.
3. The reimbursement amount paid by ADECA to the Recipient.
4. The total amount of documented Recipient project costs.
5. The amount of reimbursement for match the Recipient may receive from local, state, or federal sources (Community match).

ADECA is not otherwise obligated to notify, update, or communicate with the Community regarding the status, progress, or any changes to the project.

The Community shall:

1. Enter into a separate agreement with the Recipient to establish any and all terms and conditions of matching funds between the Recipient and the Community related to the project.
2. Be responsible for any reporting required by the local, state, or federal entity providing the matching funds.
3. Notify ADECA of the final payment amount from local, state, or federal funds made to the Recipient by the Community and when such payment is made.

**The parties agree that no funds shall be exchanged between ADECA and the Community as a condition of this MOU**.

**Disclaimer**: ADECA specifically denies liability for any claim arising out of any act or omission by any person, agency, or any other party involved in the project or this MOU.

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

**Not to Constitute a Debt of the State**: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**Conflicting Provision**: If any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU, be enacted, then that conflicting provision in the MOU shall be deemed null and void.

**Immunity and Dispute Resolution**: The parties to this MOU recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama, 1901. It is further acknowledged and agreed that none of the provisions and conditions of this MOU shall be deemed to be or construed to be a waiver by ADECA of such Constitutional immunity.

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 MOU 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.

**Assignability**: The Community shall not assign any interest in this MOU and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA.

**Compliance with Other Federal, State, and Local Laws**: In addition to the provisions provided herein, the Community shall be responsible for complying with any and all other applicable laws, ordinances, codes, and regulations of the federal, state, and local governments. ADECA assumes no liability to the Community for any damages arising out of or in any way connected with the Community’s non-compliance with laws, ordinances, codes, and regulations of the federal, state, and local governments.

In compliance with Alabama Act 2016-312, the Community 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.

By signing this MOU, the parties affirm, for the duration of the MOU, 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 party found to be in violation of this provision shall be deemed in breach of the MOU and shall be responsible for all damages resulting therefrom.

**Amendments**: This MOU may not be modified or amended in any respect, except in a writing executed by the parties hereto.

**Termination**: This MOU may be terminated by either party upon thirty (30) days written notice to the other party. The MOU shall automatically terminate once the Community has notified ADECA that it has made its final payment to the Recipient.

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| --- | --- | --- | --- | --- | --- |
| Alabama Department of Economic | |  |  | (Community Name) |  |
| And Community Affairs | |  |  |  |  |
|  | |  |  |  |  |
| Kenneth W. Boswell, Director | | Date |  | Authorized Official | Date |
|  | |  |  |  | |
| *This MOU has been reviewed for content and legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.* | |  |  | Title |  |
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| ADECA Legal Counsel | |  |  | Contact person email, phone number, and mailing address |  |
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