

TUSCALOOSA COUNTY COMMISSION
MEETING
FEBRUARY 2, 2022

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned; the County Commission met pursuant to such adjournment with Probate Judge Rob Robertson presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the minutes of January 19, 2022.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss a legal matter. The Commission with not reconvene following executive session.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize the Chair to execute a road improvement agreement with the developer of Meadowview Drive, District I.

Exhibit 2-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to amend the cost of the Buhl, Elrod, Holman Water Authority meter replacement project under the American Rescue Plan Act to be \$492,519.00, split between District I and District IV for \$246,259.50 each.

Exhibit 2-2, Pages

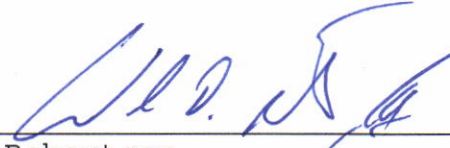
Assistant County Administrator David Howell presented the Commission with the recommendations of the Emergency Rental Assistance Plan (ERAP) Committee for the ERAP II Program Administration.

Exhibit 2-3, Page


Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to amend the General Fund budget to grant a request from PARA in the amount of \$47,580.00 to purchase sand for the bunker improvements at Ol' Colony Golf Course.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding in the amount of \$2,200.00 from the District II discretionary fund to Vance Volunteer Fire Department for the purchase and installation of 11 sets of high intensity LED bay lighting.

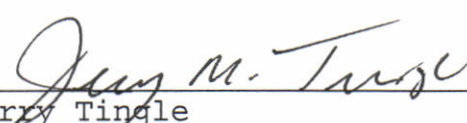
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 16, 2022.



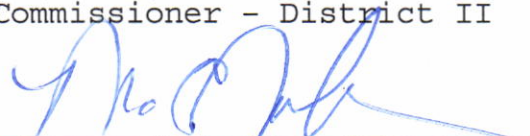
Rob Robertson
Judge of Probate
Chairman Tuscaloosa County Commission



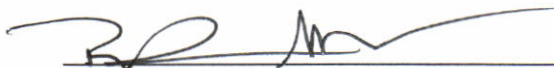
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

ROAD IMPROVEMENT AGREEMENT

This Agreement (the "Agreement") is made and entered into as of this ____ day of February, 2022 by and between **The Tuscaloosa County Commission** ("the Commission"), the governing body for Tuscaloosa County, a political subdivision of the State of Alabama, and **Mainstreet Builders, L.L.C.**, an Alabama Limited Liability Company ("Developer"):

WITNESSETH:

WHEREAS, the Developer has submitted a plat for a subdivision in the jurisdiction of the Commission, which plat meets the Commission's subdivision regulations; and

WHEREAS, in an effort to improve the safe and efficient access of the proposed subdivision, the Developer has proposed undertaking the cost of improving the county-maintained road which accesses the property; and

WHEREAS, the Commission recognizes that having the public roads improved bestows benefits to the citizens of the county, and seeks to facilitate the improvement of the county-maintained road and the roads adjacent to it, namely Meadowview Drive, River Court, and the accompanying cul-de-sacs, and determines that this agreement is for a public purpose; and

WHEREAS, Developer has agreed to pay the costs associated with the supply of materials and manpower by the Commission necessary to place the wearing surface of plant mix on those specific roads; and

WHEREAS, the parties hereto acknowledge that the road surface area contemplated by this agreement is approximately Eight Thousand Four Hundred Eleven (8,411) square yards, and that the current estimated cost for such material and labor is Fifty-two Thousand Forty-three and no/100 Dollars (\$52,043.00). The parties also acknowledge that the area to be worked and the total cost are estimates, and that the Developer by entering into this agreement agrees to reimburse the Commission for the actual costs to the Commission for all labor and materials associated with this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

In consideration for the payment by or on behalf of Developer to the Commission in the amount estimated to be Fifty-two Thousand Forty-three and no/100 Dollars (\$52,043.00), with the actual costs to be determined at the time the work is performed by the Commission, the agreements set forth herein, and for other good and valuable considerations given by or on behalf of the parties hereto, Developer and the Commission do hereby agree that the Commission will supply the material and manpower necessary, and will perform all work necessary, to place the wearing surface of plant mix on Meadowview Drive, River Court, and the accompanying cul-de-sacs, which roads comprise a total approximate length of Three Thousand Four Hundred Forty-one (3,441) linear feet.

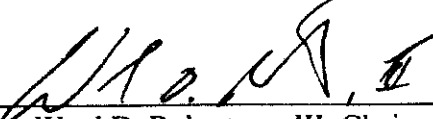
EX 2-1

This Agreement states the entire agreement between the parties of the matters herein described on the terms and conditions set forth herein and there have been no other promises, agreements, or understandings, oral or written, of any nature whatsoever. The parties to this Agreement acknowledge that they have carefully read the above and foregoing provisions of this document, have been advised in regard to the document by counsel, and have entered into and executed the document with full knowledge and understanding of its contents and purposes. It is further agreed that the law of the State of Alabama shall govern and control any construction or interpretation of the terms of this Agreement.


The Commission in entering into this Agreement further acknowledges that the purposes contemplated by the Agreement sufficiently state a public purpose for the Commission to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the date first above written.

TUSCALOOSA COUNTY COMMISSION


By: Ward D. Robertson, III, Chairman

MAINSTREET BUILDERS, L.L.C.


By Its: OWNER

EX 2-1

STATE OF ALABAMA §
 §
TUSCALOOSA COUNTY §

SUBGRANT AGREEMENT

RECITALS:

This Subgrant Agreement is entered into between the Tuscaloosa County, Alabama, a political subdivision of the State of Alabama (hereinafter referred to as "Tuscaloosa County" or "Grantor") and the Buhl, Elrod & Holman Water Authority (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to an award of funds to the Grantor by the United States Department of the Treasury (Treasury) under the authority of the American Rescue Plan Act (Public Law 117-2), and is not for research and development purposes.

WHEREAS, Tuscaloosa County desires to engage Subgrantee to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through federal assistance authorized by the American Rescue Plan Act.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Tuscaloosa County hereby agrees to engage Subgrantee, and the Subgrantee hereby agrees to carry out the activities herein set forth in connection with the award of federal funds to Tuscaloosa County through the American Rescue Plan Act.

The Subgrantee, in assisting Tuscaloosa County during the period of this agreement and with the federal assistance provided for in this agreement, shall perform all the necessary services stated in this agreement.

Upon execution of this agreement, Tuscaloosa County agrees to provide the Subgrantee with federal assistance under the American Rescue Plan Act. Such federal assistance is subject to the terms and conditions of this agreement, all applicable federal and state laws and regulations, including, but not limited to, the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds promulgated by the United States Department of the Treasury, and all other requirements of Tuscaloosa County, now or hereafter in effect, as well as the following Terms and Conditions:

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

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A. "Agreement" means this agreement as described above, and any amendments or supplements hereto.

B. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, used by the Subgrantee to match federal, state or county funds; and

C. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Legislature of Alabama, the Code of Alabama (1975) as amended, uncodified law included in an Act, Alabama Administrative Code rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Tuscaloosa County Commission. Federal, state, and local laws also include any Governor's Executive Orders to the extent that they apply to counties. The term "federal, state and local laws" includes all federal, state, and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state, and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded during the duration of this Agreement.

D. "Grantor" means the Tuscaloosa County, Alabama.

E. "Principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantial control over the operation of the Subgrantee.

F. "State" means the State of Alabama.

G. "Subgrantee" means the Buhl, Elrod & Holman Water Authority.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state, and local laws.
- B. Monitor Subgrantee to verify the Subgrant is used in accordance with all applicable

Ex 2-0

conditions, requirements, and restrictions. (The County's monitoring of the Subgrantee does not relieve the Subgrantee of meeting all of the requirements of the compliance and reporting guidance for state and local fiscal recovery funds established by the United States Treasury or other State and Federal requirements).

- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Perform and carry out in an expedient, satisfactory, and proper manner the work activities and administrative services necessary to fulfill the purposes of the award.
- B. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements, and restrictions of federal, state, and local laws, as well as the federal terms and conditions applicable to the federal assistance.
- C. Contract for needs presented in request for: Boyd Road Booster Station (\$174,050); Cooper Road/Crawford Road Expansion (\$707,425); and Water Meter Replacement (\$492,519).
- D. Report at least every other month during the pendency of this agreement the progress notifying the County of funds committed, funds expended, percentage completion of the project, and anticipated date of final completion.
- E. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- F. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Office of the Alabama State Auditor, any federal agency, or other entity authorized by federal, state, or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- G. Make records available to Grantor, the Office of the Alabama State Auditor, federal agencies, and other authorized governmental agencies for review, audit, and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from September 1, 2021, through December 31, 2024, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE X prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Finance Director for Tuscaloosa County certifies that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. This grant is in the total amount of one million one hundred seventeen thousand twenty-six dollars (\$1,373,994).
- B. Payments will be made to Grantee by Grantor within 30 days after receipt of an authorized invoice certified as properly due and payable by the Chairman of the Authority for work performed or materials delivered on the specific projects covered by this subgrant agreement.
- C. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as an Exhibit and shall not exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement of disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to: Tuscaloosa County Administrator at Tuscaloosa County Commission, Tuscaloosa County Courthouse, 714 Greensboro Avenue, Room G-78, Tuscaloosa, AL 35401.
- D. Grantor will make payment on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final," must be submitted within 30 days of the expiration date of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."
- E. Subgrantee understands that availability of funds is contingent on appropriations made by the funding sources external to the State of Alabama, such as federal funds, and appropriations by the Tuscaloosa County Commission. If, at any time, the Grantor

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determines that federal, state, or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor determines appropriate. If the funding sources external to the State of Alabama, such as federal funds, or the Tuscaloosa County Commission fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor.

F. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state, and local laws, and A-133, as well as 2 CFR 180, 31 CFR 22, 31 CFR 35, and 45 CFR 92, as applicable to Subgrantee under federal, state, and local laws, including, but not limited to:

1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 2 CFR 180, 31 CFR 35, and 45 CFR 92.20, including, but not limited to:

- a). Fiscal and accounting procedures;
- b). Accounting records;
- c). Internal control over cash, real and personal property, and other assets;
- d). Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e). Source documentation; and
- f). Cash management.

2. Period of Availability of Funds: Pursuant to 31 CFR 35, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

a). Matching or Cost Sharing: Pursuant to 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state, and local laws.

b). Program Income: Program income must be used and accounted for as specified in 45 CFR 92.25.

3. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
4. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32, as applicable.
5. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33, as applicable.

ARTICLE VI. TIME OF PERFORMANCE

- A. Time is of the essence in performance of this award. Grantor retains the right to rescind all or any part of the federal assistance committed by this agreement. Such right may be exercised if action or the lack of action by or on behalf of the Subgrantee indicates to the Grantor that the work activities and administrative services necessary for the implementation of this award or the terms of this agreement, are not adhered to or are not progressing in an expedient manner.
- B. The Subgrantee, by execution of this agreement, certifies that the Subgrantee will implement the work activities and administrative services necessary for the implementation of this award and the terms of this agreement in an expedient manner, and in compliance with all federal and state rules and regulations, and that the failure to do so may affect the Subgrantee's continued receipt of federal assistance through Grantor.

ARTICLE VII. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by federal, state, and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state, and local laws, and which substantiates compliance with all applicable federal, state, and local laws.
- B. Records must include sufficient detail to disclose:
 1. Services provided to program participants;
 2. Administrative cost of services provided to program participants;
 3. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and

4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of at least five years from the date of the Grantor's final closeout of the project.

ARTICLE VIII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-102 and A-133 unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, § 500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Tuscaloosa County Commission, Tuscaloosa County Courthouse, 714 Greensboro Avenue, Room G-78, Tuscaloosa, AL 35401 within two (2) weeks of Subgrantee's receipt of any such audit report.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE IX. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS

For any and all contracts or grants made by a non-federal entity under federal award, the non-federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes, but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying appendices.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Administrator and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal

or state funds, a disapproval of the Subgrant Agreement by any federal agency, or illegal conduct by Grantee affecting cooperation of the Subgrant Agreement.

- B. Notwithstanding the provisions of ARTICLE X, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, a federal, state, or local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor

of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

- F. In the event of termination, either for convenience or for cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of Grantor, and if in accordance with applicable State and Federal regulations, become the property of Grantor. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- G. Notwithstanding the above, the Subgrantee shall not be relieved of liability to Grantor for damages sustained by Grantor by virtue of any breach of the agreement by the Subgrantee, and Grantor may withhold any payments to the Subgrantee for the purpose of setoff until such time as the exact amount of damages due Grantor from the Subgrantee is determined.
- H. Hearing on Appeal: The Subgrantee shall have the right to appeal any determination to terminate made by Grantor; however, if the Subgrantee has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from Grantor for extension of such, then the Subgrantee shall have no further right of appeal.

A hearing shall be conducted by the Tuscaloosa County Commission at the Commission's chambers in the Tuscaloosa County Courthouse in Tuscaloosa, Alabama, or any other appropriate location at Grantor's discretion, with a written notification of the time, place, and subject matter provided by Grantor to the Subgrantee.

ARTICLE XI. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Tuscaloosa County Administrator at Tuscaloosa County Commission, Tuscaloosa County Courthouse, 714 Greensboro Avenue, Room G-78, Tuscaloosa, AL 35401.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to P. O. Box 127, Buhl, AL 35446.
- C. All notices in accordance with section A of this Article VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE XII. AMENDMENT

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