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.

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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

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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

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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.

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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 tothe 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 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.

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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, asapplicable.

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 thisArticle; and

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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 thenotice by the other party.

3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal

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

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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 theagreement 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 deGrantor 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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This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XIII, below, only a document signed by both parties may amend this Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XIII. SUBGRANTS

A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee'sduties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.

1. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 180, 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 31 CFR 35 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity.

2. Debarment and Suspension: As provided in 31 CFR 35 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable, 31 CFR 35 and 45 CFR 92.36. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 31 CFR 35 and 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.

5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state, and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

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ARTICLE XIV. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.

B. Choice of Law / Severability: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Alabama. Should any portion of this Subgrant Agreement be found invalid or unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Alabama, Grantor, or any of the officers or employees of Grantor.

D. Alabama Immigration Law Compliance: Subgrantee agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Subgrantee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Subgrantee's hiring practices to execute an affidavit to this effect on the form supplied by the State of Alabama and return the same to the Grantor. Subgrantee shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Grantor may require to confirm Subgrantee's enrollment in the E-Verify Program. Subgrantee agrees not to knowingly allow any of its contractors, or any party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Subgrantee receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project

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jobsite and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Subgrantee shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If Subgrantee violates any term of this provision, this Agreement will be subject to immediate termination by the Grantor. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold harmless the Grantor from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

E. Headings. Section headings of this Agreement are for reference purposes only and shall not be construed as part of this Contract.

F. Lobbying. Subgrantee certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of an 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, including without limitation the American Rescue Plan.

2. 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, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, including without limitation the American Rescue Plan, Subgrantee shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"] in accordance with its instructions.

3. Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

G. Equal Employment Opportunity. During the performance of this Agreement, Subgrantee agrees as follows:

1. Subgrantee will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subgrantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. Subgrantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Subgrantee's legal duty to furnish information.

3. Subgrantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Subgrantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Subgrantee's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Subgrantee may be declared ineligible for further government contracts in accordance with procedures authorized

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in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Subgrantee will include the portion of the sentence immediately preceding paragraph of this Section E.12 and the provisions of paragraphs (a) through (h) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. Subgrantee will take such action with respect to any contractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Agreement.

H. Davis-Bacon Act and Copeland "Anti-Kickback" Act: as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the federal awarding

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agency.

I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Partb5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

J. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

K. Whistleblower Protection (41 U.S.C. § 4712): Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons or entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury;
- A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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In addition to the foregoing provisions, for any and all contracts made by a non-federal entity under a federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

L. Energy Conservation: The Subrecipient or Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

M. Debarment and Suspension: The Subgrantee is prohibited from using any contractor or subcontractor or vendor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

The Subgrantee shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at https://www.SAM.gov.

The Subgrantee certifies, by entering into this agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement or any contract or subcontract hereto related, by any federal agency and/or any department, agency, or political subdivision of the State. The term "principal" for purposes of this agreement 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 on or substantive control over the operations of the Subgrantee.

The Subgrantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subgrantee shall immediately notify Grantor if any subcontractor becomes debarred or suspended, and shall, at Grantor's request, take all steps required by Grantor to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

N. Byrd Anti-Lobbying Act: In the event this contract or award is for an amount equal to, or in excess of, $100,000, the Subgrantee or Contractor shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee

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of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

O. Procurement of Recovered Materials: 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

P. Other Applicable Federal and State Laws: In addition to the above Sections, the Subgrantee agrees that the Subgrantee and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the following:

1. Tobacco Smoke: Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare,education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through State or local governments by federal grant, contract, loan, or loan guarantee.

2. Drug-Free Workplace Requirements: In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, or Public Law 111-350 (41 U.S.C. 8101 *et.* seq.), the "Drug-Free Workplace Act of 1988," all grantees (to include Grantor, the Subgrantee, Contractors, Subcontractors and Vendors) must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

3. Transparency Act: Awards under federal programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in federal regulations at 2 CFR Part 170, including Appendix A. Therefore, the Subgrantee, Contractors,

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Subcontractors and Vendors who meet this threshold will be required to furnish this information to the Grantor which is funding the Subrecipient through this Agreement. Active enrollment in the System for Award Management is a condition of payment under this Agreement.

4. Political Activity: The Subgrantee shall comply with the Hatch Act (5 U.S.C. 1501, et seq.) regarding political activity by public employees or those paid with federal funds. None of the funds, materials, property, or services contributed by the Subgrantee or Grantor under this agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

5. Human Trafficking Provisions: The award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

6. Purchases of American-Made Equipment and Products: As stated in Section 507 of Public Law 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this agreement should be American made.

7. Mandatory Disclosures: Pursuant to 2 CFR 200.113, the Subgrantee must disclose, in a timely manner, in writing to Grantor, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

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

9. Disclaimer: Grantor specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from Grantor whether by this agreement, a contract, a grant, a loan, or by any other means.

No Subgrantee, contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of Grantor, shall be considered an agent or employee of Tuscaloosa County. The Grantor, and its agents and employees assume no liability to any Subgrantee, contractor 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 any Subrecipient, Contractor or agency, or any other person.

10. Access to Records: The Tuscaloosa County Finance Director, the Comptroller General of the United States (if federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subgrantee for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the

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Subgrantee's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period but shall last as long as the applicable records are retained.

11. Assignability: The Subgrantee 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 Grantor thereto. Provided, however, that claims for money due, or to become due to the Subgrantee from Grantor under this agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to Grantor.

12. Contingency Clause: It is expressly understood and mutually agreed that any commitment by Grantor of funds herein shall be contingent upon receipt and availability by Grantor of funds for which this agreement is made. If this agreement involves federal funds, the amount of this agreement will be adjusted by the amount of any federal recessions and/or deferrals.

13. Payments made by Grantor under the terms of this agreement shall not constitute final approval of documents submitted by the Subgrantee or of procedures used in formulating requests for payment to the Subgrantee.

14. Conflict of Interest: A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award:

    (a) the individual, (b) any member of the individual's immediate family, (c) the individual's partner, or (d) an organization which employs or is about to employ any of the above.

    The Subgrantee certifies by signing this agreement that no person under the Subgrantee's employ or control who presently performs functions, duties, or responsibilities in connection with County grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement, nor will the Subgrantee hire any person having such conflicting interest.

    The Subgrantee certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

15. Indirect Costs: In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. Grantor will not negotiate indirect cost rates with subgrantees but will accept a federally negotiated indirect cost rate or

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the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, Subgrantee must submit a certification that the entity has never received a federally approved indirect cost rate. Subgrantees are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect ordirect costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subgrantees' federal cognizant agency.

16. Audit Requirements: All Subgrantees of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F-Audit Requirements. Additionally, if any Subrecipient receives more than $750,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with *Government Auditing Standards* (the Yellow Book) and GenerallyAccepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that the Grantor cannot utilize its retained auditors regarding limited scope audits of various award funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Tuscaloosa County Director of Finance
P.O. Box 20113
Tuscaloosa, Alabama 35402-0113

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P. 0. Box 302251
Montgomery, Alabama 36130-2251.

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

17. Audit Exceptions: The Subgrantee certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Agency or Department of the State or to the federal government under any program where it has not arranged a repayment plan.

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18. In addition to the provisions provided herein, the Subgrantee shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq, Code of Alabama* (1975)), the Alabama Public Works Law (§ 39-1-1, *et seq, Code of Alabama* (1975)), any State or local permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1, *et* seq, *Code of Alabama* (1975)), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq, Code of Alabama* (1975)).

19. For all contracts governed by the Alabama Public Works Law (§ 39-1-1, *et seq, Code of Alabama* (1975)) or the Alabama Competitive Bid Law (§ 41-16-1, *et* seq, *Code of Alabama* (1975)), the following shall apply: 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.

20. It is the purpose of Grantor to provide to the Subgrantee this Federal Assistance allocated under the American Rescue Plan Act in order that the Subgrantee can provide certain work activities and administrative services described in this Agreement.

21. It shall be the responsibility of the Subgrantee to carry out the performance of the said work activities and administrative services and the terms of this agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

22. It shall be the responsibility of the Subgrantee to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this agreement are executed and performed in accordance with all applicable Federal, State, and local laws.

23. Grantor shall not be liable for the failure on the part of the Subgrantee and/or any Contractor, Subcontractor or Vendor, to perform the said work activities and administrative services and the terms of this agreement in accordance with all applicable laws and regulations.

24. Incorporated herein as part of this Agreement are the Assurances and Certifications signed by State authorities as part of the State's Annual Action Plan developed for the CDBG Program (the State's federal grant application), which Assurances and Certifications include but may not be limited to the following:

    a) Public Law 88-352, Title VI of the Civil Rights Act of 1964, and HUD Regulations to further the Act which are contained in 24 CFR Part I.

    b) Public Law 90-284, Title VIII of the Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974, as amended. The FairHousing Law protects people from discrimination when they are renting,

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buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, national origin, religion, sex, disability, and familial status including the presence of children.

c) Executive Order 11063, as amended by Executive Order 12259, to provide for Equal Opportunity in Housing, and HUD Regulations contained in 24 CFR Part 107.

d) Section 109 of the Housing and Community Development Act of 1974, as amended, to incorporate provisions of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

e) Section 104(F) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and with other provisions of law which further the purposes of NEPA. Such other provisions of law which further the purposes of NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58. ADECA and the Subrecipient are obligated to assume responsibility for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended.

f) Titles II and Ill of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended (Public Law 100- 17), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in such purchases.

g) Section 3 of the Housing and Urban Development Act of 1968, as amended in 1969, as amended by Section 118 of Title 1 of the Housing and Community Development Act of 1974, as amended. Section 3 provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of project areas, and that contracts are awarded to small businesses located within the project area or owned in substantial part byproject area residents.

h) Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).

i) Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her

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handicap/disability, be excluded from participation in (including employment), be denied the program benefits of, or be subjected to, discrimination under any program or activity receiving federal funds.

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GRANTOR, TUSCALOOSA COUNTY, ALABAMA,
a political subdivision of the State of Alabama

By: _____
Ward D. Robertson, III
Chairman, Tuscaloosa County Commission

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

Before me, the undersigned, a Notary Public in and for the State of Alabama, appeared **Ward D. Robertson, III**, and acknowledged that his signature is affixed hereto in his capacity as Chairman of the Tuscaloosa County Commission.

DONE this the 8th day of ~~January~~ February 2022.

_____
Notary Public in and for the
State of Alabama at Large

My Commission Expires: 11-15-2023

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SUBGRANTEE:

By: Mike Hogue
Mike Hogue
Chairman, Buhl, Elrod & Holman Water Authority

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

Before me, the undersigned, a Notary Public in and for the State of Alabama, appeared **Mike Hogue**, and acknowledged that his signature is affixed hereto in his capacity as Chairman of the Buhl, Elrod & Holman Water Authority.

DONE this the 7th day of ~~October, 2021.~~ February, 2022

Ramona Stokes
Notary Public in and for the
State of Alabama at Large

My Commission Expires: 10-3-2023

RAMONA STOKES
My Commission Expires
October 3, 2023

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PROPOSAL RATING FORM - SUMMARY

Firm: ALL Project: EMERGENCY RENTAL ASSISTANCE PROGRAM II Project No: 2022-001 Date: January 31, 2022		Firms					
		Brite	Capital Access	CSP of West Ala	Horne	Tetra Tech	Yardi
RATING CRITERIA	**POSSIBLE POINTS**	**Aggregate Totals**					
Recently Completed Projects	50	2	8	32	47	43	39
Experience and Qualifications							
1) General experience of firm	25	2	3	16	24	23	19
2) Specific experience of personnel	25	2	3	17	22	21	16
3) Statement of experience and work	25	1	3	12	25	22	19
4) Statement of minority or woman owned	5	3	0	2	3	0	0
5) Statement of professional standing	Pass/Fail	Pass	Fail	Pass	Pass	Pass	Pass
6) List of qualified persons in other disciplines	5	1	1	5	5	5	5
Statement of Federal Grant Experience	50	5	9	39	47	42	38
Statement of Conflict of Interest with County	5	3	1	4	5	5	5
Experience Administering ERAProgram	25	0	5	15	25	24	17
Plan to mitigate risk of duplication of benefits	50	4	5	24	36	35	20
Licensed and Approved in State of Alabama	Pass/Fail	Pass	Fail	Pass	Pass	Pass	Pass
Total	215	19	33	142	203	185	158

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FIRM RECOMMENDED: Horne LLC

TUSCALOOSA COUNTY COMMISSION MEETING AGENDA
FEBRUARY 2, 2022

1. **Pledge of Allegiance**
2. **Call to Order**
3. **Approval of Minutes**

4. **Melvin Vines, County Administrator**
   - **A.** Executive session to discuss a legal matter

5. **Scott Anders, County Engineer**
   - **A.** Preliminary Subdivision to be voted on by the Commission for approval:
     1. Kings Landing, District 3
   - **B.** Preliminary Subdivision Plats to be presented to the Commission for review:
     1. M. W. Falls Division, Plat No. Two, District 4
     2. Bolton Division
        - i. Waiver Required, District 1
     3. Barbed Wire Estates, District 1
   - **C.** Road Improvement Agreement

6. **David Howell, Assistant County Administrator**
   - **A.** Federal Programs:
     1. Approve fund amount adjustment for ARPA project Buhl, Elrod, Holman Water Authority
     2. Rental Assistance Program

7. **Robert Spence, County Attorney**
   - **A.** River Oak Farms Funding Agreement

8. **PARA**
   - **A.** Ol' Colony Golf Course Improvement Project

9. **Commissioner Stan Acker – District I**

10. **Commissioner Jerry Tingle – District II**
    - **A.** Discretionary fund allocation of $2,200.00 to Vance VFD for purchase and installation of 11 sets of high intensity LED bay lighting

11. **Commissioner Mark C. Nelson – District III**

12. **Commissioner Reginald Murray – District IV**

13. **Public Comment**
14. **Adjournment**