

AGREEMENT
BALDWIN COUNTY – PERDIDOBAYWATER COM
WATER MAIN PROJECT

Entity Name PERDIDOBAYWATER COM		Unique Entity Identifier [REDACTED]	Project Number for This Agreement 01003-515-230606-0036
Entity Address 28171 Freshwater Lane Elberta, AL 36530		Entity Point of Contact Mark D. Bohlin, General Manager	Point of Contact Email Address mbohlin@perdidobaywater.com
County Federal Award Identification Number (FAIN) [REDACTED]	Federal Award Date May 20, 2021	Period of Performance Start and End Date 9/19/2023 – 8/31/2024	Initial Budget Period Start and End Date 9/19/2023 – 9/30/2023
Amount of Federal Funds Obligated to the agency by this agreement \$1,234,484.00	Total Amount of Federal Funds Obligated to the Entity \$4,065,464.19	Total Amount of the Federal Award Committed to the entity by the County \$1,234,484.00	
Federal Award Project Description: This water source infrastructure project, eligible under DWSRF to support the creation of new systems 5.15, is for the installation of a new waterline from the intersection of US-98 at CR 95, extending north approximately 1.5 miles along CR-95 as an 8 inch diameter line, then east along Malkoskie Rd approximately 1.0 miles as a 6 inch diameter line, then north along Boros Rd approximately 1.0 miles as a 6 inch diameter line, then west along Cheryl Ln approximately 0.16 miles as a 3 inch diameter line to provide service to residents with compromised water wells. It is to be carried out by and through a subaward to a local water, sewer, and fire protection district, with technical assistance from the County.			
Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: BALDWIN COUNTY	Awarding Official Name and Contact Information: Roger H. Rendleman, County Administrator Baldwin County Commission 312 Courthouse Square, Suite 17 Bay Minette, Alabama 36507	
Assistance Listing CFDA Number and Name 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS			Identification of Whether the Award is for Research and Development NO
Indirect Cost Rate for the Federal Award N/A	Award Payment Method REIMBURSEMENT	What is the entity's status? SUBRECIPIENT	Type of Contract GRANT: REIMBURSEABLE
Fill out Next Section only for Subrecipients or Beneficiaries receiving over \$50,000			
Subaward Number ARPA-0020	In the Entity's Preceding Fiscal Year, did the Entity receive 80% of its annual gross revenue from federal funds? NO		In the Entity's Preceding Fiscal Year, did the Entity receive \$25M of its annual gross revenue from federal funds? NO
SAM.gov Registered? YES			

If the answer to these questions is "yes," is total compensation for entity's 5 highest paid executives listed on SAM.gov? Choose an item.
 If not, provide the name and the total compensation below.

Fill out Next Section only for Water/Sewer Projects	
Expenditure Category (EC) EC 5.15	Project Status <50% Complete
Projected/Actual Construction Start Date 12/1/2023	Projected/Actual Initiation of Operations Date 6/30/2024
Location Type Road Segments	Location Details CR 95, Malkoskie Rd, Boros Rd, and Cheryl Ln
NDPES Permit Number ALR10C2N4	Public Water System ID Number (Drinking Water State Revolving Fund Projects Only) 1490
Median Household Income of Service Area \$51,621	Lowest Quintile Income of Service Area \$15,091

SUBRECIPIENT AGREEMENT

**BETWEEN
BALDWIN COUNTY, ALABAMA
AND
PERDIDOBAYWATER COM
FOR**

**American Rescue Plan Act Subrecipient Grant Funding
for Qualifying Water/Sewer Infrastructure Project**

THIS AGREEMENT (herein called the "Agreement") entered this 19th day of September 2023, by and between Baldwin County, Alabama (herein called the "County") and the PERDIDOBAYWATER COM (herein called the "Subrecipient"), SAM.gov Unique ID No. [REDACTED] a local water, sewer, and fire protection district organized under Code of Alabama (1975) § 11-89-1, *et seq.*; and

WHEREAS, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") grant under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury") on May 20, 2021; and

WHEREAS, the County may utilize ARPA funds to facilitate certain eligible water and sewer infrastructure projects; and

WHEREAS, consistent with Alabama Code (1975) §11-89-13, the County may provide funds to a local water, sewer, and fire protection district for the purposes of improvements to water systems; and

WHEREAS, the County has identified an eligible water infrastructure project; and

WHEREAS, the County has made a determination that this is a reasonable, appropriate, and lawful expenditure as the project serves a public purpose benefiting a significant portion of the community; and

WHEREAS, the County wishes enter into a subrecipient agreement to effectuate the project utilizing the County's ARPA funds consistent with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified as 2 C.F.R. Part 200 (hereinafter "Uniform Guidance"), as it relates to subawards and property management.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Scope of Work

The Parties will be responsible for administering activities of an infrastructure grant set forth in Attachment A in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Attachment A shall include a full description of the project including schedule milestones, project budget, and project staffing.

B. Compliance

All activities funded with ARPA funds must comply with any rules and regulations the County is required to comply with as provided by Treasury. Subrecipient certifies that the activities carried out under this Agreement will meet the ARPA requirements.

C. Levels of Accomplishment – Goals and Performance Measures

The goal of this water source infrastructure project, eligible under DWSRF to support the creation of new systems 5.15, is for the installation of a new waterline from the intersection of US-98 at CR 95, extending north approximately 1.5 miles along CR-95 as an 8 inch diameter line, then east along Malkoskie Rd approximately 1.0 miles as a 6 inch diameter line, then north along Boros Rd approximately 1.0 miles as a 6 inch diameter line, then west along Cheryl Ln approximately 0.16 miles as a 3 inch diameter line to provide service to residents with compromised water wells. The performance will be measured based upon the completion of the project.

D. Period of Performance and Budget Period

Services of the Subrecipient shall commence on September 19, 2023, and are expected to be complete on August 31, 2024. The terms of this Agreement and the provisions herein shall be extended to cover any additional time-period during which the Subrecipient remains responsible for carrying out the approved activities. At a minimum, all activities must comply with the period of performance as outlined by Treasury including, but not limited to:

- All funds obligated by December 31, 2024;
- All funds spent by December 31, 2026;
- Project costs incurred prior to March 3, 2021, are ineligible;
- For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

The budget periods associated with these projects are:

- September 19, 2023, until September 30, 2023, and
- October 1, 2023, until August 31, 2024.

E. Staffing

The Parties shall ensure adequate and appropriate staffing as identified in Attachment A are allocated to each activity. Nothing contained in this Agreement is intended to, or shall

be construed in any manner, as creating or establishing the relationship of employer/employee between the parties or joint ownership of the Project. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the County.

F. Technical Assistance

In support of this Project, and in addition to any monetary consideration hereunder, the County agrees to provide Subrecipient with technical assistance to the Subrecipient for the preliminary engineering and design, right-of-way, and construction of the project. More specifically, the County has engaged engineering services for this project and the County will assist in the drafting of competitive bid documents, as requested by the Subrecipient; creating potential bidder lists, including facilitation of engaging DBEs; assistance in answering any questions that may be received from potential bidders; reviewing bids received; and making recommendations to the Subrecipient as required for construction projects required, including, specifically, requirements under Alabama's Public Works Law, codified as Code of Alabama (1975) § 39-2-1, et seq., and Uniform Guidance, codified as 2 C.F.R. §§ 200.318 through 200.323. As the Owner of the property, Subrecipient will be required to provide express authorization for any final design documents and competitive bidding documents, advertise the project as required by the Public Works Law, to award any contracts, and make payment to any contractor or vendor relating to the Project, subject to Section III below.

G. Performance Monitoring

The County will monitor the performance of the Subrecipient against goals and performance standards as provided in this Agreement. The County's Project Monitor is:

Frank Lundy, P.E., Operations Manager
Highway Department
Central Annex II
22070 Highway 59
Robertsdale, Alabama 36567
flundy@baldwincountyal.gov

Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, Agreement suspension or termination procedures will be initiated.

At a minimum, monitoring will include the following:

1. The Subrecipient must inform the County's Project Monitor as soon as practical of all issues or potential delays in the project, as well as a plan to mitigate any concerns.
2. Occasional site visits by the County's Project Monitor must be accommodated by the Subrecipient within forty-eight hour of notice.

5. Subrecipient shall submit a monitoring questionnaire in the format prescribed by the County by December 31, 2023. A final monitoring questionnaire shall be submitted no later than May 31, 2024. These monitoring questionnaires will be used by the County to complete formal monitoring reports. The County's Project Monitor reserves the right to increase the frequency of formal monitoring as set forth in this subsection based upon the timeliness of submission of progress reports pursuant to this Agreement and/or delays in project administration.

II. BUDGET

Construction with Contingencies	\$1,366,675.00
Other Administrative Costs <i>(e.g., advertisement costs, permitting fees)</i>	\$3,325.00
Total Project Cost:	\$1,370,000.00
 Total Cost Covered by this Agreement	 \$1,234,484.00

No indirect costs will be charged to this Agreement. In addition, the County may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and the Subrecipient.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$1,234,484.00 to cover part or all of costs this infrastructure project relating to the "Construction with Contingencies" and "Other Administrative Costs" as set forth in Section II above. Payments will be based upon actual invoices or contractor's application for payment for completed work, subject to due diligence and policies and procedures of the County and as set forth in this Section. All other costs shall be covered by the Subrecipient. For the avoidance of doubt, cost estimate overages and professional services engaged by the Subrecipient that were not subject to a competitive process are not included in the scope of this Agreement and are to be covered by the Subrecipient. Costs of preliminary and design services engaged by the County are not part of the scope of this Agreement, but are to be borne by the County utilizing other funds. Payments will also be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200 and the 202 OMB Compliance Supplement Part 3.

The County shall pay the Subrecipient based upon actual invoices or contractor's application for payment for the project provided by the Subrecipient. Payments will be made upon submission Partial Payment Request(s), utilizing the Payment Request Form provided herein as Attachment B, which must be supported by documentation that (a) the service was properly procured, (b) a certification by a licensed engineer/architect on behalf of the Subrecipient as to percentage of project completed, (c) submission of timely progress reports and monitoring questionnaires as provided in Section I(F) of the Agreement, and (d) proof of payment to a contractor of any prior

invoices for which the County has remitted payment hereunder. Partial Payment Requests shall be sent no more than on a monthly basis.

Upon receipt of funds from the County, Subrecipient shall make prompt payment to the contractor, proof of which will be a prerequisite to the payment of any future payment requests under this Agreement.

When the project has been completed, a final Payment Request Form (utilizing Attachment B) for the project shall be sent to the County in the amount of the balance (\$1,234,484.00 less the amount previously requested) along with documentation showing a certification of satisfactory completion of the projects, payment by the Subrecipient of any outstanding invoices relating thereto, and submission of any outstanding progress reports or monitoring questionnaires as required by Section I(F). This final request should be submitted only after notices of completion have been published pursuant to Alabama Code 1975 § 39-1-1.

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via certified mail (postage prepaid). Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

For the County	For the Subrecipient
Roger H. Rendleman County Administrator Baldwin County Commission 312 Courthouse Square, Suite 17 Bay Minette, Alabama 36507 roger.rendleman@baldwincountyal.gov	Mark D. Bohlin, General Manager Perdido Bay Water, Sewer, & Fire Protection District 28171 Freshwater Lane Elberta, AL 36530 mbolin@perdidobaywater.com

V. GENERAL CONDITIONS

A. General Compliance

The Parties agree to comply with the requirements of 2 C.F.R. Part 200 and the 202 OMB Compliance Supplement Part 3. The Parties also agree to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Immigration Law

Section 31-13-1, et seq., of the Code of Alabama 1975 imposes conditions on the award of County contracts. Firms must agree to 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. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

C. Boycott Certificate.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The firm must certify 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.

D. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

E. Property Ownership

For the avoidance of doubt, and notwithstanding any work performed by the County, including any work performed by or on behalf of the County prior to the execution of this Agreement, the Subrecipient shall be the Owner of the Project. Subrecipient certifies that it has the capacity and ability to service the Project with potable water and fire protection and agrees to accept the waterline in its entirety and will control, oversee, and maintain the waterline indefinitely.

The Parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

The County, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the right-of-way and road portions on, over, or adjacent to the Project. The Subrecipient shall obtain no rights, responsibilities or control over the road portions as a result of this Agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement.

F. Indemnity

Subrecipient accepts the improvement, work, property, product, and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to Subrecipient as to, and has no obligation for the condition of the improvements, work, property, product and services of

the County. Subrecipient assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or Subrecipient. Subrecipient agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. Subrecipient for itself and Subrecipient representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

Furthermore, to the fullest extent allowed by law, Subrecipient shall defend, indemnify and hold County harmless from and against any and all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), breach of contract, actions in trespass and any and all other claimed losses, injuries or damages of any kind, including, without limitation, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder, including without limitation, the execution and delivery of the Agreement, the Subrecipient's obligations in Section 10 of this Agreement (including, without limitation, the acquisition of any real property interests related to the Project), and the conception, funding, financing, planning and design of this Agreement and the Project.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the Subrecipient against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or Subrecipient or in any way diminish any immunity, absolute or qualified, to which the County and Subrecipient are otherwise entitled by law.

G. Insurance & Bonding

The Subrecipient shall provide the County with an insurance certificate for comprehensive general liability coverage in a minimum amount of two million dollars naming the County as additional insured. This requirement may be achieved by requiring the contractor to carry such insurance as part of the contracting process and naming the County as an additional insured. Once the project is completed, Subrecipient shall maintain insurance on the Project consistent with 2 C.F.R. § 200.310 and in accordance with its own policies and procedures as it would for any other property owned by the Subrecipient.

H. Liability

The Subrecipient agrees to repay to County funds equal to the amount of ARPA funds provided to the Subrecipient by the County, including interest, which County has determined that its agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of ARPA funds. This provision shall be in addition to, and shall not be deemed to waive, any rights or remedies of the County under the law.

I. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release either the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

J. Suspension or Termination

The County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, and ARPA guidelines, policies, or directives as are applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect; or
5. In the event the Subrecipient receives notice that it has been suspended or debarred from receiving federal funds.

This agreement may also be terminated upon mutual agreement of the parties.

This Agreement may also be terminated by either the County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

K. ARPA Award Requirements

Subrecipient shall, at all times, comply with the requirements of 2 C.F.R. Part 200, Appendix II and the ARPA Award, which is attached hereto, and adopted herein, as Attachment C.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to comply with 2 C.F.R. Part 200 as well as the 202 OMB Compliance Supplement Part 3 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records required to determine the eligibility of activities;
- c) Records documenting compliance with federal non-discrimination policies;
- d) Financial records;
- e) If the project exceeds \$10 million, a Project Labor Agreement, report of prioritization of local hires, and any Community Benefits Agreements;
- f) If any supplemental funds are utilized for this project above the ARPA funds provided in this Agreement that requires compliance with Davis-Bacon wage rates or project report of employment, documentation of such compliance;
- g) If any supplemental funds are utilized for this project above the ARPA funds provided in this Agreement that requires compliance with National Environmental Policy Act (NEPA) procedures, documentation of such compliance;
- h) Documentation demonstrating compliance with competitive bidding requirements for construction projects under both federal and state law;
- i) Documentation demonstrating compliance with the ARPA Award including, but not limited to, those provisions set forth in Attachment C.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.

3. Close out

The Subrecipient's obligation to the County shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to, making final payments, disposing of program assets

(including the return of all accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and federal agencies or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133 (federal single audit required is more than \$750,000 is expended in federal funds – including SLFRF – during a fiscal year).

c. Project and Expenditure Reporting

The Subrecipient shall provide project and expenditure information, including any programmatic information required under the Treasury's Compliance and Reporting Guidelines, thirty (30) days before County is required to provide quarterly project and expenditures reports to the Treasury. Subrecipient shall provide information to the County at the end of each quarter. Information required to be kept by Subrecipient may include, but not be limited to, project expenditures, project activities, status of project, project start date, project end date, compliance with civil rights requirements, and Davis-Bacon wage rates, if required by any supplemental funding for this project.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient cannot deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. Part 22; Section 504 of the Rehabilitation Act

of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. Part 23.

B. Affirmative Action

1. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

2. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

3. Subcontract Provisions

The Subrecipient will include the provisions of Subsections VIII.A, Civil Rights, and VIII.B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions: Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto. Any consent to assignment shall not be considered consent to any subsequent assignment.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements under federal and state law. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
- e) Licenses: All subcontractors engaged in the project shall be fully qualified and properly licensed under state and local law to perform such services. The Subrecipient shall ensure that all prime subcontractors are insured in accordance with state, local and federal requirements.

3. Conflict of Interest

The Subrecipient agrees to abide by following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.
- b) No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to SLFRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in

any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the SLFRF-assisted activity, or with respect to the proceeds from the SLFRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

4. Lobbying

The Subrecipient hereby certifies that:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5. Bribery and Fraud Prohibition

The non-federal entity or applicant for an ARPA award must disclose, in a timely manner, in writing to Treasury or the County all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the ARPA award. Non-federal entities that have received an ARPA award, including the term and condition outlined in appendix XII to Uniform Guidance, are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

6. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the Subrecipient with respect to this Agreement. For the avoidance of doubt, and to the extent that any provision of this Agreement conflicts with the Intergovernmental Agreement between the Parties, this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Baldwin County Commission, Alabama

PERDIDOBAYWATER.COM

By [Signature]
Charles F. Gruber, Chairman

By [Signature]
Mark D. Bohlin, General Manager

Attest [Signature]
Roger H. Rendleman, County Administrator



Attachment A**SCOPE OF SERVICES AND SCHEDULE OF ACTIVITIES****A. General Scope and Budget**

The scope of this water source infrastructure project is for the installation of a new waterline from the intersection of US-98 at CR 95, extending north approximately 1.5 miles along CR-95 as an 8 inch diameter line, then east along Malkoskie Rd approximately 1.0 miles as a 6 inch diameter line, then north along Boros Rd approximately 1.0 miles as a 6 inch diameter line, then west along Cheryl Ln approximately 0.16 miles as a 3 inch diameter line to provide service to residents with compromised water wells. For the avoidance of doubt, any work performed relating to stormwater drainage on or around Boros Road is not considered part of the scope of this Agreement.

The estimated construction budget for this project is \$1,366,675.00. The Agreement provides for reimbursement by the County up to \$1,234,484.00 to cover costs associated with the Project for construction and administrative costs incurred by the Subrecipient. All other costs shall be covered by the Subrecipient. For the avoidance of doubt, cost estimate overages and professional services engaged by the Subrecipient that were not subject to a competitive process are not included in the scope of this Agreement and are to be covered by the Subrecipient. Costs of preliminary and design services engaged by the County are not part of the scope of this Agreement, but are to be borne by the County utilizing other funds. Any deviations or additions to this scope must be approved by the Commission before proceeding.

B. Key Personnel**Perdido Bay Water, Sewer, & Fire Protection District**

- Mark D. Bohlin, General Manager

Baldwin County Commission

- Charles Gruber, Chairman
- Roger H. Rendleman, County Administrator
- Frank Lundy, P.E., Operations Manager (Project Monitor)

Engineering Firms

- Engineering Firm of record (engaged by the County): Goodwyn, Mills and Cawood, LLC
- Consulting Engineering Firm (engaged by the Subrecipient): Southern Engineering Solutions

Contractor(s) – To be engaged by the Subrecipient with technical assistance from the County

- This attachment will be modified upon the completion of the competitive bid process consistent with state law and Uniform Guidance for the addition of key personnel of the successful bidder.

Project No.: 01003-515-230606-0036

County FAIN No.:



C. Project Schedules/Milestones

- | | |
|-------------------------------------|---------------------------------------|
| 1. Develop Bid & Contract Documents | August 2023 |
| 2. Advertise / Open / Award Bids | September 1, 2023 – November 30, 2023 |
| 3. Construction | December 1, 2023 – June 30, 2024 |
| 4. Operational Date | June 30, 2024 |
| 5. Closeout | July 1, 2024 – August 31, 2024 |

All work and administrative requirements pursuant to Alabama law and under this Agreement must be completed by August 31, 2024.

ATTACHMENT B

Investing in Alabama Counties
Coronavirus State and Local Fiscal Recovery Fund
(Number) Payment Request

Grantee

Roger H. Rendleman, County Administrator
Baldwin County Commission, Alabama
312 Courthouse Square, Suite 17
Bay Minette, Alabama 36507

Subrecipient

Mark D. Bohlin, General Manager
Perdido Bay Water, Sewer, and Fire Protection District
28171 Freshwater Lane
Elberta, AL 36530

(Date)

PERDIDOBAYWATER COM
Water Line Project – 01003-515-230606-0036

(Section to reflect Payment Process outlined in the Subrecipient Agreement)

(Section to list Supporting Documentation submitted with reimbursement request)

(Section for update of performance reports, including project status, completion percentage, and any necessary comments)

"By signing this report, I certify to the best of my knowledge and belief that the re- port is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

Authorized Representative

PERDIDOBAYWATER COM will retain all financial records, supporting documents, and all other records pertinent to this Reimbursement Request until December 31, 2031.

ATTACHMENT C

I. Compliance with Applicable Law and Regulations.

- A. Subrecipient agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to an award include, without limitation, the following:
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Uniform Guidance, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in Uniform Guidance, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 7. New Restrictions on Lobbying, 31 C.F.R. Part 21. Subrecipient must certify that it will not, and has not, used federal appropriated funds to 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 of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations. Subrecipient must 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 as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- II. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
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- III. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- IV. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative

sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- V. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF3435 awarded to Baldwin County, Alabama by the U.S. Department of the Treasury."
- VI. Debts Owed the Federal Government.
 - A. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
 - B. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- VII. Disclaimer.
 - A. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - B. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
- VIII. Protections for Whistleblowers.
 - A. In accordance with 41 U.S.C. § 4712, Subrecipient 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.
 - B. The list of persons and entities referenced in the paragraph above includes the following:
 - 1. A member of Congress or a representative of a committee of Congress;
 - 2. An Inspector General;
 - 3. The Government Accountability Office;
 - 4. A Treasury employee responsible for contract or grant oversight or management;

5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- IX. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- X. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- XI. The following terms and conditions must be built into any bid or resulting contract documents with any contractor engaged to perform work on the project:
- A. Contractor must agree to the terms and conditions included above.
 - B. Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.
 - C. Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.
 - D. Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.
 - E. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - (1) A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - (2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable—
 - (A) to the affected employee for the employee's unpaid wages; and
 - (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.