

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

(AMENDMENT NO. 1
to AGREEMENT Number
DR-21-001)

AMENDMENT

THIS AMENDMENT to Agreement Number **DR-21-001** is effective as of the **1st** day of **June, 2024**, between the **Baldwin County Commission** (herein and in the original Agreement referred to as the Subrecipient) and the Alabama Department of Economic and Community Affairs (herein called ADECA or the Grantee).

The parties hereto do mutually agree to amend and replace the sections of Agreement Number DR-21-001 dated October 17th, 2023, listed below as follows:

III. SCOPE OF SERVICE, A. Eligible Use of Funds, Program Administration Costs (PAC) and Activity Delivery Costs (ADC)

The Subrecipient shall not expend CDBG-DR funds for Program Administration Costs (PACs) subject to the five percent cap of each grant award plus up to five percent of program income generated by the grants allowed for in Federal Register Notices 87 FR 6364 dated February 3, 2022, and 87 FR 31636 dated May 24, 2022. The Subrecipient may expend CDBG-DR funds for Activity Delivery Costs (ADCs) if allowed for in the budget table in **Attachment B**. ADCs are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR assisted activity. More information about classifying costs as PACs and ADCs is contained in Office of Community Planning and Development Notice CPD-23-06 on the HUD Exchange.

III. SCOPE OF SERVICE, B. National Objectives

All activities except for planning and administration activities funded with CDBG-DR funds must meet the criteria for one of the CDBG-DR program's National Objectives established in 24 C.F.R. § 570.483, including all applicable waivers and alternative requirements to the National Objective requirements published in Federal Register Notice 87 FR 6364 dated February 3, 2022, and subsequent applicable Federal Register Notices, including:

- Benefit Low-and Moderate- Income (LMI) Persons (24 C.F.R. § 570.483(b));
- Benefit Urgent Need (UN) activities (24 C.F.R. § 570.483(d)); and
- Aid in Prevention or Elimination of Slums or Blight (SB) (24 C.F.R. § 570.483(c)).

The Subrecipient certifies that the activities carried out under this Agreement shall meet one of the National Objectives, as applicable, associated with the activities in **Attachment A**.

III. SCOPE OF SERVICE, C. Levels of Accomplishment – Performance Goals and Timelines

The Subrecipient shall complete the activities in **Attachment A** required under this Agreement in accordance with the timeframes and performance goals detailed in the "Local Program Implementation Schedule".

IV. PERFORMANCE MONITORING & REPORTING, A. Monitoring

The Grantee shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, see 2 C.F.R. §§ 200.331–33 and 24 CFR 570.503, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within the timeframe stated in the Grantee's Monitoring Plan, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 C.F.R. § 200.208, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 C.F.R. § 200.339.

VI. BUDGET

The Subrecipient shall complete all activities in this Agreement in accordance with the budget contained in **Attachment B**. In addition, the Subrecipient shall maintain a more detailed budget breakdown than the one contained in **Attachment B** in compliance with 2 C.F.R. § 200.302, referred to as the "CDBG-DR Budget/Final Financial Report", and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any indirect costs charged must be consistent with the conditions of Section VI.A. of this Agreement.

VIII. AMENDMENT AND TERMINATION, A. Amendments

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

1. Formal Amendments

Formal amendments are required when any of the following occur:

- (i) Material changes to the scope of work in **Attachment A** of the Agreement, including the addition or deletion of activities;
- (ii) Changes to the budget in **Attachment B** of the Agreement if the amount of the change equals more than 10 percent of the Total Amount of Federal Funds Obligated to the Subrecipient in Section I of this Agreement;
- (iii) Additional criteria contained in **Attachment B** of the Agreement necessitates a formal amendment;
- (iv) To change the Total Amount of Federal Funds Obligated to the Subrecipient in Section I of this Agreement;
- (v) Addition of expenditures on items for which applicable cost principles require prior approval (see 24 C.F.R. § 570.200(h) for pre-award/pre-agreement costs); and
- (vi) To extend the Period of Performance of this Agreement.

2. Informal Amendments

The Grantee and Subrecipient may informally amend this Agreement if the criteria for a formal amendment are not met. In such instances, informal amendments must be agreed upon in writing by both the Grantee and the Subrecipient, and reflected in the Local Program Implementation Schedule and/or CDBG-DR Budget/Final Financial Report.

IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS, AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

G. Documentation and Record Keeping

5. Authorized Use of Data Shared through the U.S. Department of Housing and Urban Development (HUD) Data Sharing/Computer Matching Agreement (CMA)

Authorized users of the Grantee's CDBG-DR funds are employees, agents (including contractors or subcontractors), or recipients (including an agent or employee of the recipient) who the Grantee or the Subrecipient has determined need access to matched data to perform official duties in connection with the scope of services outlined in this Agreement.

The Subrecipient shall comply with all of the requirements on the use of data contained in the executed HUD Data Sharing/CMA. The Subrecipient acknowledges that under the Privacy Act, unlawful disclosure of Personally Identifiable Information (PII) data is a misdemeanor and subject to a fine of up to \$5,000. When given access to the subject HUD database or file, the Subrecipient will not:

- (i) Use or reveal any individually identifiable information furnished, acquired, retrieved, or assembled in connection with uses authorized in the executed HUD Data Sharing/CMA for any purpose other than to perform official duties in connection with the uses of the data authorized in the executed HUD CMA,
- (ii) Make any disclosure or publication whereby an individual or household could be identified, or the data furnished by or related to any particular person could be identified, or
- (iii) Permit anyone other than the Grantee's authorized users to access the data.

P. Nondiscrimination

4. Affirmative Action

(i) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 41 C.F.R. Chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval in alignment with the Local Program Implementation Plan.

The parties hereto do mutually agree, also, to amend and replace **Attachments A and B** of Agreement Number DR-21-001, dated October 17th, 2023, as follows:

Attachment A

Program Description and Scope of Work

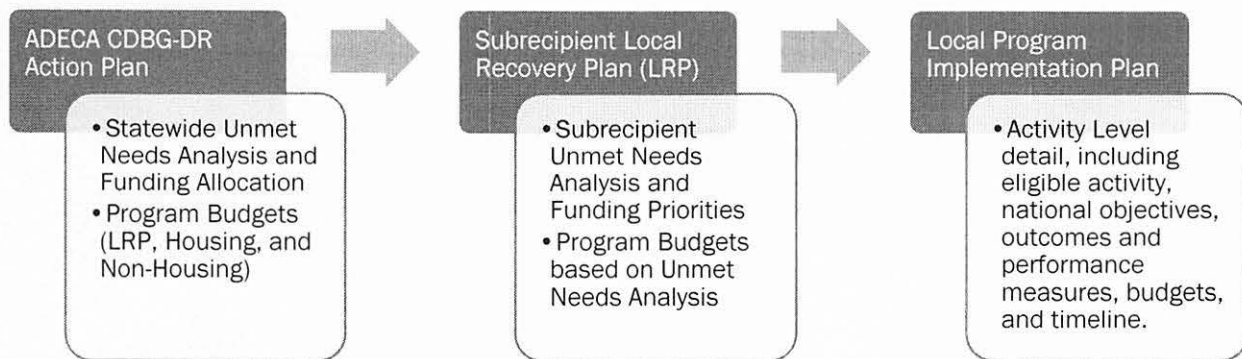
Local Recovery Planning Program (LRPP): The Grantee will provide funding to the Subrecipient as a Hardest Hit Most Impacted and Distressed (HHMID) area to develop a Local Recovery Plan (LRP), with the intent of developing a plan that describes the intended uses of funds for review and acceptance by the Grantee. The LRP must demonstrate extensive local outreach; ensure collaboration with local governments, non-profits, and other stakeholders; and adequately demonstrate the Subrecipient's capacity to administer programs or activities described in the LRP. The successful development and acceptance of the LRP is required prior to the implementation of Subrecipient recovery activities.

Recovery Activities: To respond to the needs of the HHMID areas and ensure recovery dollars are expended in geographic areas with the highest storm impacts, the Grantee has chosen to allocate funding directly to the HHMID areas. These allocations will be available for a wide range of eligible

activities to address unmet housing, infrastructure, economic development, mitigation, and other eligible unmet needs, as described in each HHMID's LRP. HHMIDs must align local recovery budgets by recovery category with unmet needs described in the Grantee's CDBG-DR Action Plan, as amended. Examples of eligible activities include, but are not limited to, affordable multifamily rental housing, first-time homebuyer assistance, voluntary buyout, rental assistance, construction or rehabilitation of storm water management systems, resilience measures for critical facilities, public facility improvements, and workforce training and development. Single-family rehabilitation activities are ineligible.

Eligible Activities, National Objectives and Accomplishments

The Subrecipient shall complete activities in accordance with the Grantee's CDBG-DR Action Plan, as amended, the Subrecipient's LRP, as amended and accepted by the Grantee, and the Local Program Implementation Schedule, which combined, provide sufficient detail for the Grantee to monitor the Subrecipient's performance and adherence to this Agreement, compliance, and to determine cost reasonableness, among other oversight responsibilities. All activities must be completed within the Agreement Period of Performance and as detailed in the Local Program Implementation Schedule.



Attachment B

Budget

The Subrecipient shall complete all activities in this Agreement in accordance with the budgets in the table below and further detailed in the Subrecipient's CDBG-DR Budget/Final Financial Report. Any revision to the budgets for project costs and activity delivery costs per activity must be submitted in writing by the Subrecipient via the Subrecipient's CDBG-DR Budget/Final Financial Report and approved by the Grantee, but will not necessitate a formal amendment to the Agreement as long as the amount of the change does not equal more than 10 percent of the Total Amount of Federal Funds Obligated to the Subrecipient. A formal amendment is required to change the overall budgeted amount per activity, including reallocating funds between activities.

Activity	Project Costs	Activity Delivery Costs	Total
Local Recovery Plan	\$1,000,000.00		\$1,000,000.00
Housing Recovery Activities	\$0.00	\$0.00	\$0.00
Non-Housing Recovery Activities	\$0.00	\$0.00	\$0.00
Total Amount Budgeted	\$1,000,000.00	\$0.00	\$1,000,000.00

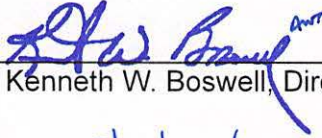
Total Grant funds shall remain at \$1,000,000.00. All other provisions of the original Agreement shall remain in full force and effect.

ADECA

SUBRECIPIENT

Alabama Department of Economic and
Community Affairs

Baldwin County Commission



Kenneth W. Boswell, Director

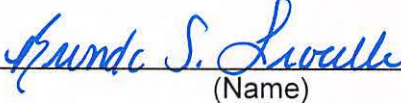
Madam Chairman

8/29/2024
(Date)

(Date)

ATTEST:

ATTEST:



(Name)

(Name)


Executive Assistant
(Title)

(Title)

8/29/2024
(Date)

(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.



Meg Williams Fiedler
General Counsel for ADECA