

INTERGOVERNMENTAL SUB-RECIPIENT AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
PERDIDO BAY WATER SEWER AND FIRE PROTECTION DISTRICT
FOR THE IMPLEMENTATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. CY-CM-PF-18-009
BALDWIN COUNTY WATER EXTENSION PROJECT

The Baldwin County Commission (hereinafter referred to as the “County”) and Perdido Bay Water Sewer and Fire Protection District (hereinafter referred to as the “District”) hereby enter into this Intergovernmental Sub-Recipient Agreement for the implementation of the above referenced project. The purpose of this Agreement is to clarify responsibilities concerning the Community Development Block Grant Project No. CY-CM-PF-18-009, Baldwin County Water Extension Project (hereinafter referred to as the “Project”). The grant project was awarded to the Baldwin County Commission from the Alabama Department of Economic and Community Affairs (ADECA) on May 2, 2019. The total project cost is estimated to be \$728,300. The grant amount is \$350,000 and the District will provide \$378,300 in “in-kind” matching contributions of labor, equipment and engineering towards the project. The District will also provide for the long-term operation and maintenance costs of the proposed improvements. The purpose of the project is to extend public water services along County Highway 93 and adjacent roads beginning south at US Highway 98 and ending north at Bishop Trace Road near Lillian.

WHEREAS, the County has been awarded a Community Development Block Grant Project No. CY-CM-PF-18-009 for the extension of public water services along County Highway 93 and adjacent roads beginning south at US Highway 98 and ending north at Bishop Trace Road near Lillian. The grant award includes water service extension, engineering and administration of said Project, as defined in the grant application submitted by the County to the Alabama Department of Economic and Community Affairs in June of 2018.

NOW, THEREFORE BE IT RESOLVED, that the parties hereto understand and agree as follows:

1. The District shall be responsible for providing \$378,300 in “in-kind” matching funds as required by the grant agreement executed between the County and the Alabama Department of Economic and Community Affairs (ADECA) for public water services as described in the scope of services in said grant agreement. All funds (\$350,000 grant and \$378,300 match) must be spent in compliance with an ADECA approved project budget.
2. The County authorizes the District to serve as its agent in the construction components of this Project. The District shall be responsible for all implementation tasks related to the construction components of the project. In delegating this responsibility to the District, the County requires that all CDBG rules, regulations and guidelines be strictly followed. The District shall comply with all applicable local, state and federal laws and regulations. It is further agreed that any substantial change to the scope of work as described in the grant application or modification of the service area that would require any formal

modification of any provision of the CDBG grant agreement will require notification of and approval by the County. The District shall provide such notification in writing.

3. The District shall be fully responsible for compliance with the environmental review process of the project following the grant program guidelines. The District will be responsible for ensuring that all CDBG environmental compliance requirements be met and approved by ADECA and environmental regulating agencies prior to any action related to construction.
4. The District shall require all contractors and subcontractors to fully comply with all grant related requirements as stipulated in the Grant Agreement between the County and the State of Alabama, such as the Davis Bacon Act, and Equal Opportunity requirements.
5. The County authorizes the District to act as the fiscal agent for the Project and to approve and pay all invoices related to the Project. The District agrees to provide copies of all contracts, pay estimates, invoices, and other relevant correspondence to the County upon request.
6. Fiscal records and books will be kept for audit purposes by the designated fiscal agent for the District. All funds will be deposited in a separate bank account entitled "CDBG Project No. CY-CM-PF-18-009". The District agrees to allow accessibility of the Project records and files for inspection by the County auditors, State Examiners Office, ADECA, the U.S. Department of Housing and Urban Development and other monitoring agencies.
7. Should any land acquisition be necessary (for construction and /or permanent easements and/or rights-of-way), the District will acquire the necessary parcels under the provisions of Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended. Should condemnation procedures become necessary, the County will use its power of eminent domain to acquire the land if necessary.
8. As required by the CDBG guidelines, upon completion of the Project all records and files for this Project will be maintained by the District in a secure place for no less than five years from the date of final disbursement.
9. In the event that all or any portion of the hereinabove described grant funds are required to be repaid to the granting authority as a result of acts or omissions of the District and/or its contractors, vendors or suppliers, pursuant to this Project, the District agrees that it will indemnify the County and hold the County harmless from and against any duty to repay or to replace such funds. Further, the District will indemnify and hold harmless the County and its officers and employees from any all claims, demands, losses, damages, suites and expenses including attorneys' fees arising from activities conducted relative the Project.
10. This agreement calls for the District to perform certain acts on behalf of the County. The obligation of funds (with the exception of the procurement of professional services of

program administration which is an exempt activity pursuant to 24 CFR, part 58.34) is strictly prohibited until all environmental reviews and assessments have been completed in compliance with 24 CFR part 58 and ADECA has issued a “removal of grant conditions” to the County.

Effective Date of Acceptance by County: _____

Effective Date of Acceptance by the District: _____

Attest

Commissioner Charles F. Gruber, Chairman
Baldwin County Commission

SEAL

Attest

Jean Ray, Chairperson
Perdido Bay Water Sewer and Fire Protection District

SEAL