

Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement

The American Rescue Plan Act of 2021

Pursuant to the American Rescue Plan Act of 2021, federal funds will be allocated directly to Alabama counties based on the county share of the U.S. population based on the most recent data available from the U.S. Census Bureau. The first half of these funds will be distributed in May 2021 and the second half will be distributed not sooner than 12 months later. These funds are designed to aid in response to the COVID-19 public health emergency and its negative impacts. The funds are to be used by December 31, 2024.

Pursuant to the American Rescue Plan Act of 2021, some allowable uses of these funds are:

- to respond to the public health emergency with respect to COVID-19;
- to provide assistance to households, small businesses and nonprofits related to the negative economic impacts of COVID-19;
- to aid impacted industries such as tourism, travel and hospitality;
- to provide for government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency;
- to make necessary investments in water, sewer or broadband infrastructure; or
- to include premium pay for eligible workers performing essential work (as determined by each state) during the pandemic.

On May 17, 2021, the United States Treasury (Treasury) has issued an Interim Final Rule and subsequent FAQs, providing more detailed guidelines for the expenditure of these funds. Treasury is expected to issue a final rule in the near future. Alabama law will govern ways counties can offer services. Local governments are ultimately responsible for the appropriate use of the funds and should ensure that the proper internal controls are in place.

Purpose of the ACCA Investing in Alabama Counties Program

The Association of County Commissions of Alabama (The Association) is organized for the purpose of promoting better county government, economy, efficiency in office, and representing the interests of the several counties of the State. The Association acts as an agency of cooperation among Alabama's counties and other governmental bodies for the advancement of the joint and several interests and general welfare of its members. The Association wishes to partner with counties in developing programs that best meet the needs of the participating counties and have the greatest lasting impact for each county. The Investing in Alabama Counties Program will serve as an educational, intergovernmental, compliance, and technical resource to participating counties for the administration, planning, management, and completion of projects authorized by the American Rescue Plan Act.

Based upon the foregoing, the Association of County Commissions of Alabama (hereinafter “The Association”) and Baldwin County Commission (hereinafter “The County”) do hereby enter into this Maintenance and Support Membership Agreement (hereinafter “Agreement”).

1. Pursuant to authority granted in Ala. Code § 11-1-15, *Code of Alabama* (1975), The County hereby agrees to participate in The Association’s Investing in Alabama Counties Program, wherein The Association will provide administrative, planning, management, and completion support in the areas of educational, intergovernmental, compliance, and technical assistance related to the use of funds received by The County from the American Rescue Plan Act of 2021.
2. The County understands and agrees that it will provide The Association with all information, cooperation, and assistance that, in the opinion of The Association, is necessary for the proper implementation of this Agreement.
3. In maintenance and support of The Association’s Investing in Alabama Counties Program, The County hereby agrees that it will appropriate to The Association a flat fee of 6% on the first \$7 million in funds to be received and 4% on any funds to be received in excess of \$7 million, excluding funds designated as Revenue Loss as defined by Treasury’s Interim Final Rule. In no case, however, shall the fee be less than 3% of the total funds received by the County, regardless of the amount of funding designated as Revenue Loss.
4. The County agrees that it will report to The Association the amount of the funds the County receives as the first tranche payment within 30 days of receipt of the funds or within 30 days of entering into this agreement whichever occurs later. The County agrees that it will report to The Association the amount of the funds the County receives as the second tranche payment and any subsequent payment within 30 days of receipt of the funds or within 30 days of entering into this agreement whichever occurs later.
5. The Association will provide an invoice to the County based on the funds received by the County as the first tranche payment, with the fee to be paid in accordance with the terms of paragraph 3 to the Association no later than October 6, 2021. The Association will provide an invoice to the County based on the funds received by the County as the second tranche payment and any subsequent payment with the fee to be paid in full to the Association within 30 days of receipt of an invoice.
6. The County agrees that it will comply with the requirements of The American Rescue Plan Act of 2021, any written guidelines provided by the United States Department of Treasury or the Office of the Inspector General, and all applicable requirements under Alabama or federal law. The Association will not be financially and/or legally responsible for any misuse of the funds by the County.
7. All parties understand and agree that all information exchanged with each other and/or any other entity pursuant to this Agreement and any procedures for the implementation, operation, or administration of the Investing in Alabama Counties Program including, but not limited to, printed, written, oral, or computer-formatted information, shall be held in the strictest confidence and shall be used solely for the purposes that are the subject of this Agreement, unless otherwise provided by law. Both parties shall fully maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination, unless otherwise provided by law.
8. Both parties agree that this Agreement shall become effective upon execution by both parties and remain and continue in full force and effect until December 31, 2024, unless and until terminated in writing

by either party upon 90 days written notice to the other party. Upon termination of the Agreement, a refund will be limited to unearned fees.

9. By signing this Agreement, both parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. A party found to be in violation of this provision shall not be entitled to a refund of any fees previously paid.

10. This Agreement is not assignable or transferrable to any other party.

11. This Agreement shall be construed, and the provisions hereof interpreted under and in accordance with the laws of the State of Alabama.

12. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

13. The terms of this Agreement may be supplemented, amended, or modified as necessary under the provisions of the American Rescue Plan Act of 2021 or federal or state guidance and to allow for the best delivery of services to the County. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

14. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express, or implied.

Executed on this the 7th day of December, 2021.

THE COUNTY

ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA

By: 
Signature of Authorized Agent

By: 
Signature of Authorized Agent

Chairman
Title

EX DIRECTOR
Title