



**COUNTY COMMISSION  
BALDWIN COUNTY**

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September 23, 2021

Ms. Dana Jepsen, Chair  
Baldwin Together  
Long Term Recovery  
9315 Spanish Fort Blvd.  
Spanish Fort, Alabama 36527

**RE: Baldwin County Emergency Rental Assistance Program (ERAP) Case  
Management Services Agreement with Baldwin Together**

Dear Ms. Jepsen:

Please find enclosed a **fully executed copy** of the *Agreement for Emergency Rental Assistance Program (ERAP) Case Management Services* between Baldwin Together and the Baldwin County Commission, approved during the September 7, 2021, Baldwin County Commission Regular meeting for Baldwin County Emergency Rental Assistance Program (ERAP) Case Management Services.

If you have any questions or need further assistance, please do not hesitate to contact Cian Harrison, Clerk/Treasurer, at (251)937-0303.

Sincerely,

KRISTEN M. RAWSON  
Assistant Administrative Services Manager  
Baldwin County Commission

KR/vk Item BA5

cc: Sherry-Lea Botop  
Cian Harrison  
Christie Davis  
Katrina Taylor

AGREEMENT FOR ERAP CASE MANAGEMENT SERVICES

THIS AGREEMENT (“Agreement”) is entered into between BALDWIN TOGETHER and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as “COMMISSION”), and is effective the date last executed below.

WHEREAS, BALDWIN TOGETHER is a cooperative partnership working together supporting Baldwin County residents impacted by COVID-19; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public purposes which are accomplished by Baldwin Together, which is a coordinated countywide framework to assist and support the residents of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 Pandemic. Baldwin Together is comprised of stakeholders and individuals who have significant experience in helping Baldwin County recover from disasters. Baldwin Together has a high degree of professional skill in Long-Term Recovery Case Management, that is, organizing and coordinating the delivery of services and funding to Baldwin County residents who have been impacted by major disasters on a case-by-case basis.

WHEREAS, the COMMISSION recognizes that through their work, Baldwin Together stakeholders have built relationships in the local community that allow them unique access to underserved families and individuals who have been hardest-hit by the Covid-19 Pandemic. Baldwin Together is the only group that can make sure to get the ERAP funding to people who need it most. Its employees are uniquely able to locate and follow up with community members when they are unable to complete grant applications because they have already built relationships in the community through prior disaster relief case management work. Baldwin Together as an organization and its employees are uniquely suited to the task of ERAP case management because they have already committed to bringing out the best in the Baldwin County Community and going the extra mile to ensure those in need have access to disaster relief resources.

WHEREAS, the EMERGENCY RENTAL ASSISTANCE PROGRAM (hereinafter referred to as “ERAP”), funded through the federal Coronavirus Response and Relief Supplemental Appropriations Act, 2020 (H.R. 133), and the American Rescue Plan Act of 2021,

is a program designed to help renters in Baldwin County, Alabama with past due, current, expected rent, utility, and home energy expenses;

WHEREAS, the eligible expenses covered by ERAP are based on U.S. Treasury Guidance;

WHEREAS, the Community Action Agency (CAA) of South Alabama is the fiscal agent for Baldwin Together, which will receive from the COMMISSION and disburse appropriately all funds designated for Baldwin Together's ERAP administration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:


1. The COMMISSION will handle all compliance, approval, and allocation matters with regard to the administration of ERAP.
2. Baldwin Together shall assume the responsibility of managing the Emergency Rental Assistance Program on behalf of the Baldwin County Commission, including application intake, compiling all required documentation in accordance with County and Treasury guidance, working with applicants in gathering required supporting documentation needed for audit purposes, follow-up communication with both tenants and landlords, and forwarding completed applications to a clearing house person at the County for final review.
3. The COMMISSION will provide funding to the Community Action Agency (CAA) of South Alabama, as fiscal agent for Baldwin Together, on the first (1<sup>st</sup>) of each month. CAA will reconcile this funding provision from the beginning of each month with their actual incurred costs at the end of each month. If the reconciliation shows a surplus of funds, CAA will hold the surplus funds, and the COMMISSION will reduce the following month's amount commensurate with the amount of surplus. If, at any point during the month, there is a shortage of funds, the COMMISSION will immediately issue payment to CAA for eligible costs.
4. CAA will provide all documentation on labor, overhead, mileage, etc. to the County for their records with each end-of-month reconciliation. This includes time sheets, receipts, mileage logs, and any other documentation needed to support the amounts reported.

otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this section and the rights, duties, and obligations set forth herein shall survive the expiration or termination of this Agreement.

19. Baldwin Together shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the COMMISSION.
20. Baldwin Together shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all rules and regulations of all applicable agencies thereof.
21. This Agreement, provided in the form as one (1) original instrument for the records of Baldwin Together, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between Baldwin Together and the COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
22. This Agreement shall be in effect for a period of twelve (12) months, or a shorter time as may be determined by the COMMISSION, commencing on the date of execution of the agreement, and expiring on ~~September 21, 2022~~ September 21, 2023 it may be amended during the aforementioned period only by written amendment executed by Baldwin Together and the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to Baldwin Together.
23. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.
24. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

  
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Joe Davis, III

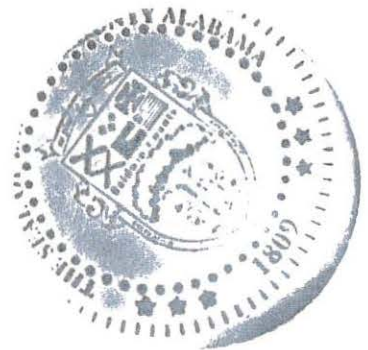
As Its: Chairman

Date: 9/21/2021

ATTEST:  
  
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WAYNE DYESS

County Administrator



  
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By: DANA JEPSEN

As its: Contact Person/ VOAD Chair

Date: 9/13/21

BALDWIN TOGETHER  
9315 Spanish Fort Blvd.  
Spanish Fort, AL 36527