

**MEMORANDUM OF AGREEMENT BETWEEN
THE STATE OF ALABAMA DEPARTMENT OF FINANCE AND
BIG BROTHERS BIG SISTERS OF ALABAMA
FOR THE DISTRIBUTION OF
CORONAVIRUS STATE FISCAL RECOVERY FUNDS**

This Memorandum of Agreement (the "Agreement") is made by and between the State of Alabama Department of Finance, at 600 Dexter Avenue, Montgomery, Alabama 36130 (hereinafter referred to as "DOF"), and the Big Brothers Big Sisters of Alabama, an Alabama nonprofit corporation (qualified as a public charity under section 501(c)(3), Section 509(a), and Section 170(c) of the Internal Revenue Code of 1986, as amended), at 303 Williams Avenue SW, Suite 123, Huntsville, AL, 35801 (hereinafter referred to as "BBBS"). DOF and BBBS may be referred to herein individually as a "party" and collectively as the "parties." This Agreement becomes effective on the approval of the parties and the Governor of the State of Alabama.

PURPOSE

The federal American Rescue Plan Act of 2021, Public Law No. 117-2, 135 Stat. 4, ("ARPA") was signed into law on March 11, 2021. ARPA amended the federal Social Security Act to add Section 602 to the Social Security Act, and by doing so, created the Coronavirus State Fiscal Recovery Fund (hereinafter referred to as "the State Recovery Fund"). ARPA appropriated funds from the State Recovery Fund to the State of Alabama and other states to support their response to the impact of COVID-19 on their communities, residents, and businesses; and to aid in efforts to contain COVID-19. Under Section 602 of the Social Security Act, the State Recovery Fund funds may be used to cover costs obligated on or before December 31, 2024 and incurred by the State on or before December 31, 2026, for four broad purposes:

- A. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits; or for aid to impacted industries;
- B. To respond to workers performing essential work during the COVID-19 public health emergency, by providing premium pay to eligible workers who are performing essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- C. For the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- D. To make necessary investments in water, sewer, or broadband infrastructure.

The Secretary of the Treasury promulgated regulations for purposes of implementing the FRF. On April 1, 2022, the Final Rule, published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338 (the "Final Rule"), took effect.

The State of Alabama was allocated \$2,120,279,417 from the federal State Recovery Fund. Alabama Act No. 2023-1 (the "Act"), subsection (c)(7) appropriates up to \$55,000,000 of such funds to DOF to be used to support the eligible programs and services in response to the negative economic impacts of the public health emergency that include programs that provide services to school-age children (hereinafter referred to as the "Funds").

The DOF desires to utilize \$300,000 of the Funds to support the programs and agencies of BBBS in support of Alabamians in accordance with Appendix A (hereinafter referred to as the "Project"), attached hereto and incorporated herein by reference.

The proposed utilization of the Funds has been presented to DOF by BBBS, and DOF has concluded that the proposed utilization of the Funds is necessary to ensure an adequate response to and mitigation of the COVID-19 pandemic and public health emergency in Alabama and the economic impacts thereof. Further, DOF concludes that funding this project using the Funds is an appropriate use of thereof under both federal and state law. DOF fully supports BBBS in its effort to support the citizens of Alabama.

PARTIES' RESPONSIBILITY

BBBS agrees to the following:

1. To use the Funds throughout its operations within the state of Alabama, to carry out the objectives of the Project as set forth in this Agreement and in Appendix A and for no other purpose;
2. To comply with all federal requirements applicable to Subrecipients, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements;
3. To provide to the State Finance Director's Office by August 10, 2023, and monthly thereafter on the 10th of every month, a statewide report detailing how the Funds are being utilized and details of expenditures made since the preceding report, and further provide quarterly reports beginning on October 10, 2023 as well as interim reports as the State Finance Director's Office may determine necessary;
4. To use the Funds provided by DOF under this Agreement in accordance with Section 602 of the Social Security Act, the Final Rule and other federal and state law, and for the purposes set forth in this Agreement, and for no other purpose;
5. To return any Funds provided by DOF under this Agreement that remain unobligated on June 1, 2024 by June 30, 2024;
6. To provide to the State Finance Director's Office on June 1, 2025 and June 1, 2026, reports setting forth the expenditure status of all obligated Funds, to include the anticipated status of funds between the date of the report and the final return date set forth below; and

7. To return any Funds provided by DOF under this Agreement that remain unspent on June 1, 2026 by December 1, 2026.

DOF agrees to the following:

1. To provide, within fourteen (14) days of the effective date of this Agreement, \$300,000 to BBBS from the State's Funds appropriated pursuant to Alabama Act 2023-1 for the purposes described in this Agreement and for no other purpose; and
2. To make all reports to the federal government required by ARPA.

FINANCIAL ARRANGEMENTS

The parties agree that within fourteen (14) days of the effective date of this Agreement, DOF will provide and advance \$300,000 to BBBS under this Agreement towards the Project. BBBS acknowledges that all Funds provided under this Agreement must be obligated by June 1, 2024 or returned to DOF by June 30, 2024 and spent by June 1, 2026 or returned to DOF by December 1, 2026. Reimbursements or invoice payments may not occur after that date.

OUTSIDE CONSULTANTS

BBBS may employ outside professional consultants to assist with executing the project; however, the consultants must be reasonable in amount and comply with audit requirements for use of the Funds under the Act.

TERMINATION OF AGREEMENT

Except as set forth in this section, this Agreement may be terminated only in a writing signed by each party or representative of each party. If DOF concludes, after a reasonable investigation and in its sole discretion as administrator of the Funds, that the Funds provided hereunder have been used in a manner inconsistent with federal or state law, DOF may terminate this Agreement immediately upon written notice to BBBS.

MISCELLANEOUS PROVISIONS

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 2022.
- B. By signing this Agreement, the parties affirm, for the duration of the agreement that they will not knowingly 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 to be in breach of the Agreement and shall be responsible for all damages resulting therefrom. As required by Section 31-13-9, verification of enrollment in the E-Verify program will be

required prior to any grant to a subrecipient who employs one or more employees within the State of Alabama. To enroll in the E-Verify program visit <https://www.e-verify.gov/>

- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, the sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal notice requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to BBBS: this subaward is provided to BBBS through a grant to the State of Alabama in the amount of \$2,120,279,417 from the United States Treasury via Section 602 of the Social Security Act, as added by Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund. This subaward is provided in accordance with the requirements set forth in ARPA and other applicable federal and state law and policy, and BBBS affirms that all information it has provided to DOF relating to this subaward is true and accurate. This subaward does not include research and development. The parties acknowledge and understand that each subrecipient of the Funds will be evaluated in accordance with Code of Federal Regulations, Title 2, § 200.331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. Further, each subrecipient’s activities will be monitored as necessary to ensure that the subaward is used for authorized purposes, in compliance with law, and that subaward performance goals are achieved. Other monitoring tools may be implemented on the level of risk imposed by the subrecipient.
- E. Code of Federal Regulations, Title 2, § 200.331(f) requires DOF to verify that each subrecipient that is expected to expend \$750,000 or more in Federal awards during a fiscal year have a single or program-specific audit conducted for that year in accordance with the provisions of Code of Federal Regulations, Title 2, § 200.501. The parties acknowledge that DOF has provided notice to BBBS of the audit requirements applicable to the award made by this Agreement and BBBS agrees to comply therewith.
- F. Ala. Code § 41-16-82 requires a Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.
- G. The recipient, subrecipient, grantee, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein

incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

- H. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that BBBS is a "Subrecipient" as that term is defined in the Code of Federal Regulations, Title 2, §200.1. As such, BBBS is responsible for complying with all federal requirements for Subrecipients, including all applicable procurement and competitive bidding requirements, the Single Audit Act, and the provisions of Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements. As used in this Agreement, "obligate" or "obligated" shall have the meaning prescribed in the Final Rule, specifically, "An order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." See 31 CFR 35.3. The parties acknowledge and agree that this subaward is a "grant" as defined in the state's procurement code at Ala. Code § 41-4-114. Pursuant to Ala. Code § 41-4-112(3), the state's procurement code does not apply to grants. Therefore, the state's procurement code (Code of Alabama 1975, Title 41, Article 5) is inapplicable to this subaward. However, federal procurement requirements apply to purchases made with this subaward. BBBS, as a subrecipient of the State and as a non-federal entity, must follow the procurement standards enumerated in 2 CFR 200.318 through 200.327. BBBS' procurement policy for purchases made with federal funding, as articulated in Appendix A, shall apply to purchases made with the Funds.

AMENDMENT OF AGREEMENT

This Agreement may only be amended by a writing signed by each party of representatives of each party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials duly authorized to execute such agreements.

State of Alabama
Department of Finance

Big Brothers Big Sisters of Alabama

Bill Poole 8/10/23
Bill Poole Date
Director of Finance

Michelle Linville 8/9/23
Michelle Linville Date
President

APPROVED:

Kay Ivey 8/11/23
Kay Ivey Date
Governor of Alabama

We Are A
Village

And we're defending potential



There are six Big Brothers Big Sisters agencies across the state of Alabama that annually facilitate mentoring to thousands of children by using a network of trained volunteers.

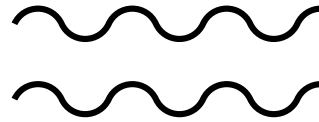
We're asking for \$50,000 per agency (a total of \$300,000) to allow the expansion of Littles/mentees being served to at least 300 more AL children.



Mission: Creating and supporting 1:1 mentoring relationships that ignite the power and promise of youth.

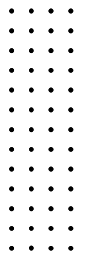
- Our vision is that all youth achieve their potential.
- Our sole service or program is youth mentoring that focuses on 1) college and/or career readiness, 2) social-emotional health, and 3) inclusion & belonging of youth facing some form of adversity.
- We are in the business of breaking the multigenerational cycle of poverty and (often) crime through volunteer youth mentoring.
- Our perspective is an “**every kid first**” mentality. We leverage our voice and influence to advocate for *all* kids.
- Our ultimate goal is that every Little graduate with a plan (education and/or vocation) and a mentor for life.

Service Delivery Model



1:1 mentoring through Big Brothers Big Sisters is based on standards of operation that evolved as youth and societal needs have changed.

	Little	Guardian	Big
Application	X		X
Interview/Orientation	X	X	X
References/Background			X
Training	X	X	X
Profile presentation	X	X	X
YOS/COS (& 1yr)	X		
Match meeting	X	X	X
YOPD	X	X	X
Match Support (monthly)	X	X	X
SoR (3 mo & 1yr)	X		X
Annual match meeting	X	X	X
Match Support (quarterly)	X	X	X
Match closure (TBD)	X		X
Reassess (if want to rematch)	X (if not aged out)		X



Needs:

to expand and sustain



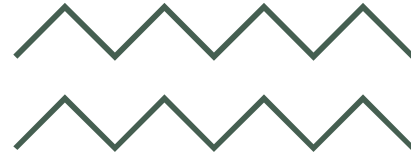
Our biggest programming need is Bigs, specifically Big Brothers, but our biggest sustainability need is operating funds. For us, funding and programming are a balancing act.

Uses of investments:

- 1) Recruitment campaigns to solicit, vet, and train more potential Bigs/mentors
- 2) Train Littles/mentees and their families on a variety of topics like DEI, child safety, etc
- 3) Professional support to ensure quality and maintain safety
- 4) Facilitate activities that allow Littles to experience new adventures while allowing the matches to form peer support networks



Anticipated Long-term Outcomes



1. Littles will graduate high school with a plan and the lifelong impact of a mentor
*Plan=Employment, Enlistment or Enrollment
2. Littles will display attributes of good, productive citizens
3. Littles will avoid the juvenile/criminal justice system
4. Littles will break the generational cycles of poverty and/or violence affecting many children being served by BBBS
5. Program alumni (Littles and Bigs) will continue a life-long friendship
6. Program alumni (previous Littles) will apply to become Bigs themselves and previous Bigs will be rematched with new Littles



Tangible results from BBBS programming

96% of Littles are confident they can say no to drugs, violence and skipping school

84% of Littles have better grades, academic goals and confidence

95% of Littles feel they belong

94% of Littles feel like they have a special adult in their life that they can turn to



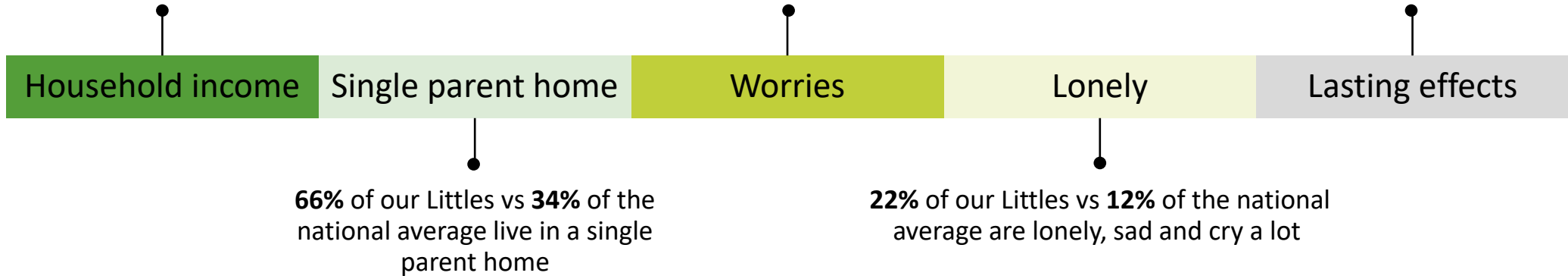
We serve Littles that even in the best of times are facing adversity at a higher rate than the average young person in America.



44% of Littles vs 30% of the national average have a total household income less than \$20,000

26% of Littles vs 7% of the national average worries a lot

Our Littles face much greater exposure to adverse childhood experiences (ACEs) than the general population. ACEs can have lasting negative effects on mental health and physical well-being throughout life.



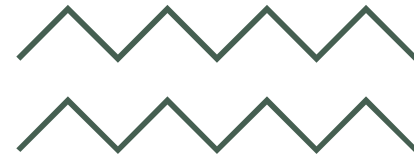
Big Brothers Big Sisters mentoring relationships protect against harmful effects of ACEs and help young people with childhood trauma.



The Big Advantage!

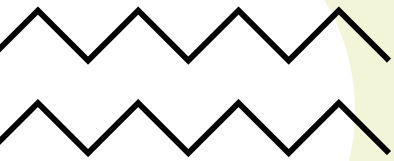
Uniqueness

- While other youth serving organizations say they provide mentoring, it is typically group activities or the mentor isn't the same person time after time.
- Our matches/mentoring relationships consist of one Big/mentor matched with one Little/mentee for the life of the match.



Cost effectiveness

- We are also affordable.
- We, as an agency, encourage free and/or low cost activities. To ensure quality and safety, however, it costs approximately **\$1000** per match, per year.
- So compare **\$1000** per match, per year to the cost of housing a child in foster care in AL which is an average of **\$6682** per year. The cost to house a child in the juvenile justice system in AL can have a price tag up to **\$160,000** per year; and even for the state to assist in the home is **\$2580** per year through TANF.



Thank you!!!!

If you would like to invest in the future of our community, state, country by igniting and empowering the potential of our youth please contact Michelle Linville, President of the BBBS of AL State Association at mllinville@bbbsna.org or 256.880.2123





State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

Big Brothers Big Sisters of the TN Valley

ADDRESS

303 Williams Ave SW, Suite 123

CITY, STATE, ZIP

Huntsville, AL 35801

TELEPHONE NUMBER

256.880.2123

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Big Brothers Big Sisters of AL State Association

ADDRESS

1901 14th Ave S

CITY, STATE, ZIP

Birmingham, AL 35205

TELEPHONE NUMBER

205.939.5590

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
ADCANP	October 2023 and previous years	varies per agency
		6 agencies in the state

**listed @ Children's Trust Fund office/site*

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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N/A

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

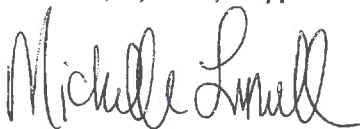
Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)


List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

N/A

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

 _____
Signature Date 7/12/23

 _____
Notary's Signature Date 7/12/2023 Date Notary Expires 2/10/2027

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



Kay Ivey
Governor

Bill Poole
Finance Director

STATE OF ALABAMA
Department of Finance
Legal Division

600 Dexter Avenue, Suite E-310
Montgomery, AL 36104
Telephone: (334) 242-4220
www.finance.alabama.gov



Taylor Nichols
General Counsel

MEMORANDUM

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED
ATTORNEY WORK PRODUCT

DATE: August 10, 2024

TO: All Reviewing Authorities

FROM: Jeff Garber, Legal Counsel

SUBJECT: Big Brothers Big Sisters Association of Alabama E-Verify Status

The Big Brothers Big Sisters Association of Alabama does not employ anyone and, therefore, does not participate in E-Verify. However, Ms. Michelle Linville, the President of the Association, confirmed that the Big Brothers Big Sisters organizations in the Association participate in E-Verify and are in compliance with Alabama and federal immigration law. The Big Brothers Big Sisters organizations in the Association consist of:

- The Shoals (Florence)
- The Tennessee Valley (Huntsville)
- West Alabama (Tuscaloosa)
- Northeast Alabama (Gasden)
- Greater Birmingham
- South Alabama (Mobile)

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED
ATTORNEY WORK PRODUCT