

**MEMORANDUM OF AGREEMENT BETWEEN
THE STATE OF ALABAMA DEPARTMENT OF FINANCE AND
TEMPORARY EMERGENCY SERVICES
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 Temporary Emergency Services of West Alabama, an Alabama nonprofit corporation (qualified as a public charity under section 501(c)(3), Section 509(a), and/or Section 170(c) of the Internal Revenue Code of 1986, as amended), at 1705 15th Street, Tuscaloosa, AL, 35401, (hereinafter referred to as "TES"). DOF and TES 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 "FRF"). ARPA appropriated funds from the FRF 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 FRF 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 the 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 Final Rule was later supplemented by the Interim Final Rule, published in the September 30, 2023, Federal Register, at 88 Fed. Reg. 64986, and the Obligation Interim Final Rule, published in the November 20, 2023, Federal Register, at

88 Fed. Reg. 80584. (Final Rule, Interim Final Rule, and Obligation Interim Final Rule, as supplemented by later Treasury Final or Interim Final Rules, collectively referred to as "Final Rules").

The State of Alabama was allocated \$2,120,279,417 from the federal State Recovery Fund. Alabama Act No. 2023-1 (the "Act"), Section 1(c), appropriate 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 assistance through food banks, services to child-welfare involved families, services to school-aged children, school-age children, and senior citizens, and long-term housing security. (hereinafter referred to as the "Funds").

The DOF desires to allocate up to \$225,000 of the Funds to TES to support their allowable operational expenses in accordance with Appendix A (hereinafter referred to the "Project").

The proposed utilization of the Funds has been presented to DOF by TES, 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 TES in their effort to support the citizens of Alabama.

PARTIES' RESPONSIBILITY

TES agrees to the following:

1. To use the Funds 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 July 10, 2024, and monthly thereafter on the 10th of every month, a report detailing how the Funds are being utilized and details of expenditures made since the preceding report, and further provide quarterly reports beginning on July 10, 2024 (and quarterly thereafter) 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 August 1, 2024 by August 31, 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, \$225,000 to TES 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 \$225,000 to TES under this Agreement towards the Project. TES acknowledges that all Funds provided under this Agreement must be obligated by August 1, 2024 or returned to DOF by August 31, 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

TES 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 TES.

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, Ala. Code § 31-13-9, the 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. A contracting 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. 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 TES: this subaward is provided to TES 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 TES 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 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 TES of the audit requirements applicable to the award made by this Agreement and TES 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 TES is a "Subrecipient" as that term is defined in the Code of Federal Regulations, Title 2, § 200.1. As such, TES 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 same meaning prescribed in the Final Rules, 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. TES, as a subrecipient of the State and as a non-federal entity, must follow the procurement standard enumerated in 2 CFR 200.318 through 200.327. TES's 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

Temporary Emergency Services of West Alabama



Bill Poole
Director of Finance

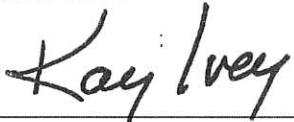
6/21/2024
Date



Kare Thompson-Jackson
Executive Director

6.20.2024
Date

APPROVED:



Kay Ivey
Governor of Alabama

6/24/24
Date

Temporary Emergency Services
1705 15th Street
Tuscaloosa, AL 35401
www.temporaryemergencyservices.org

Susan Franklin Wilhelm
Assistant Finance Director
State of Alabama
State Capitol
600 Dexter Avenue, Suite N-200
Montgomery, Alabama 36130

June 5, 2024

Dear Ms. Wilhelm,

Thank you for allowing us the opportunity to submit for reimbursement for our COVID-related expenses. I have provided a brief description of each submission along with a QuickBooks report. If we are in the ballpark, I will add additional information to the expenses. The total request is \$225,000.

Temporary Emergency Services would like to submit for reimbursement for COVID-related expenses incurred since March 2021, detailed as follows:

1. **Food Assistance through Food Banks (Category 1):**
We purchased food to support senior citizens and families involved with child welfare who were significantly impacted by the COVID-19 pandemic. Many of these individuals faced increased food insecurity due to job loss, illness, or quarantine measures. The total for this program is \$45,094.80.
2. **Programs Providing Services to Child-Welfare Involved Families (Category 2):**
We allocated 20% of our case management/supportive services time to families involved in child welfare, recognizing the increased stress and challenges these families faced during the pandemic. This included providing remote support, resources for home-schooling, and ensuring access to essential services while adhering to social distancing guidelines. The total for this program is \$104,689.19.
3. **Supplies and PPE Related to COVID (Categories 2, 3, 4, and 6):**
To protect both our staff and the vulnerable populations we serve, we invested in supplies and personal protective equipment (PPE). These items were crucial for maintaining health and safety standards while providing direct services to senior citizens and families involved in child welfare. The total for these expenses is \$17,013.41.
4. **HOPE Summer Learning Program (Category 7):**
The HOPE Summer Learning Program provided crucial educational support for school-aged youth who experienced significant disruptions to their learning due to COVID-19. This program included educational trips, various learning activities, and meals to ensure students remained engaged and supported throughout the summer. The total for this program is \$58,202.60.

Program	Expenses	Total
Food Expenses April 21-Current		
- \$6,900.29		
- \$34,879.73		
- \$3,314.78		
Total		\$45,094.80
Case Management/Supportive Services	\$104,689.19	
		\$104,689.19
Supplies/PPE all related to COVID	\$1,698.50	
- \$14,543.90		
- \$771.01		
Total		\$17,013.41
HOPE Summer Program	\$19,267.49	
- \$18,196.47		
- \$20,738.64		
Total		\$58,202.60
Grand Total		\$225,000.00

Thank you for the opportunity to submit for reimbursement. These funds will help us continue to provide essential services to those most impacted by the COVID-19 pandemic. We look forward to your response.

Sincerely,

Karen Thompson-Jackson

Karen Thompson-Jackson, Ph.D.
Executive Director



State of Alabama

Disclosure Statement

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

ENTITY COMPLETING FORM

Temporary Emergency Services- Karen Thompson-Jackson

ADDRESS

1705 15th Street

CITY, STATE, ZIP

Tuscaloosa, AL 35401

TELEPHONE NUMBER

205-758-5535

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

Temporary Emergency Services

ADDRESS

1705 15th Street

CITY, STATE, ZIP

Tuscaloosa, AL 35401

TELEPHONE NUMBER

205-758-5535

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
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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
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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
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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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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
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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 Allyson Harrison Date 6/20/2024
 Notary's Signature Allyson Harrison Date 6/20/2024



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.

Company ID Number: 912751

Approved by:

Employer Temporary Emergency Services	
Name (Please Type or Print) Karen Thompson	Title
Signature Electronically Signed	Date 09/28/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/28/2015

Company ID Number: 912751

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Temporary Emergency Services
Company Facility Address	1705 15th Street Tuscaloosa, AL 35401
Company Alternate Address	
County or Parish	TUSCALOOSA
Employer Identification Number	630508831
North American Industry Classification Systems Code	624
Parent Company	N/A
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 912751



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
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Company ID Number: 912751

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Karen Thompson
Phone Number 2057585535
Fax 2053916647
Email thinkhill@aol.com

Name Sonva K Bea
Phone Number 2057585535
Fax
Email sbea@tes-al.org

Name Karen Thompson
Phone Number 2057585535
Fax 2053916647
Email thinkhill@aol.com



Company ID Number: 912751



This list represents the first 20 Program Administrators listed for this company.