



## **PUBLIC NOTICE**

**January 8, 2025**

Dothan Housing (DH) Board of Commissioners will conduct a

### **Board Meeting**

**Wednesday, January 15, 2025, at 10:00 a.m.**

at Our Community, Inc. (OCI) Housing and Enrichment Center

located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

** ZOOM Meeting ID: 883-098-6433**

** <https://us02web.zoom.us/j/8830986433>**



## **AGENDA**

01-15-2025

Call To Order

Prayer

Approve DH January 15, 2025 Agenda

Approve DH December 11, 2024 Board Meeting Minutes

### **NEW BUSINESS: Resolutions**

DH 2025 Holiday Calendar

### **CEO UPDATES:**

Comments

Adjourn



**Minutes of a Meeting  
Of the Commissioners of the Housing Authority  
Of the City of Dothan, Alabama**

**December 11, 2024**

The Commissioners of the Housing Authority of the City of Dothan, Alabama, convened in a Regular Meeting on Wednesday December 11, 2024, 10:00 a.m. at Our Community, Inc. Housing & Enrichment Center at 1001 Montana Street and via Zoom.

The meeting was called to order at 10:00 am by: Mr. David Jamison.

The meeting was opened with prayer by: Mr. David Jamison.

The Secretary called the roll, and the following were in attendance:

**Present:**

David Jamison  
Jeff Williams  
Michael Jackson  
Linda Ward

**Absent:**

Lily Mendoza  
Lisa Alexander

**ZOOM:**

Jasmine Bowick

Dothan Housing personnel: **C-Suite:** Samuel P. Crawford, CEO and Secretary; Challis Readus; Dr. Tamara Berry-Andrews, CHO; and Bonita Schatz, CFO. **MTW:** Tera Wells. **SEACH:** John Porter III. **IT:** Patience Crittenden. **SAFETY & SECURITY:** JD Miller. **HR:** Lachun Thomas. **ASSET MANAGEMENT:** Tamaria Harris.

**DH ZOOM:** Tanya Embry.

**ZOOM Visitors:** Tammie Smith, Smith Financial; LM and an unknown user.

The Chairperson, David Jamison, declared a quorum present.

I. Approve December 11, 2024 Agenda:

Motion: Jeff Williams

Second: Michael Jackson

Vote: Unanimous

Abstain: None



## **PUBLIC NOTICE**

**December 4, 2024**

Dothan Housing (DH) Board of Commissioners will conduct a  
**Board Meeting**

**Wednesday, December 11, 2024, at 10:00 a.m.**

at Our Community, Inc. (OCI) Housing and Enrichment Center  
located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

🔊 **ZOOM Meeting ID: 883-098-6433**

🔊 **<https://us02web.zoom.us/j/8830986433>**



## **AGENDA**

12-11-2024

Call To Order

Prayer

Approve DH December 11, 2024 Agenda

Approve DH October 16, 2024 Board Meeting Minutes

### **NEW BUSINESS: Resolutions**

FY2025 Administrative and Operating Budgets

FY2025 RAD/PBV Budgets

FY2025 Kinsey Cove Budget

### **CEO UPDATES:**

**Comments**

**Adjourn**

Approve October 16, 2024 Minutes:

Motion: Michael Jackson

Second: Linda Ward

Vote: Unanimous

Abstain: None

**FY2025 ADMINISTRATIVE & OPERATING BUDGET:** In accordance with U.S. Department of Housing and Urban Development (HUD) regulations, it is necessary for the Board of Commissioners to annually review and approve the Moving to Work (MTW) Administrative and Operating Budgets for the Housing Authority of the City of Dothan, Alabama (DHA). The approved budget shall align itself with the agency's Annual Plan and MTW Supplemental Plan and its mission to develop and strengthen affordable housing opportunities. The budgets are for the Fiscal Year Ending December 3, 2025.

Motion: Jeff Williams

Second: Michael Jackson

Vote: Unanimous

Abstain: None

**FY2025 RAD/PBV BUDGETS:** In accordance with the Rental Assistance Demonstration (RAD) Project-Based Voucher (PBV) program’s federal regulations, the Housing Assistance Payment (HAP) contract between the Housing Authority of the City of Dothan (DHA) and Our Community Inc.’s (OCI) Henry Green LLC; Crimson Ridge LLC; and McRae Homes LLC (d/b/a/ David C. Jamison Village LLC) developments are required to submit an annual budget for the developments. The budget is for FYE 2025.

Motion: Jeff Williams

Second: Michael Jackson

Vote: Unanimous

Abstain: None

**FY2025 KINSEY COVE BUDGET:** In accordance with the Rental Assistance Demonstration (RAD) Project-Based Voucher (PBV) program’s Agreement to enter into Housing Assistance Payment (AHAP) Contract between the Banyan Foundation and the Housing Authority of the City of Dothan, Alabama (DHA), an annual budget is required. The Operating Budget for Capstone at Kinsey Cove is for FYE 2025.

Motion: Jeff Williams

Second: Michael Jackson

Vote: Unanimous

Abstain: None

**YEAR ENDING 2024 UPDATES:** Dothan Housing (DH) is providing housing for 1,662 families at five (5) communities, within five Counties, which includes twenty (20) Veterans. DH's priority continues to be housing families. We have budget authority in five counties (Houston, Dale, Henry, Coffee and Geneva). Our housing communities DH will continue to enjoy peace, there are decreased incidents of crime and violence due to our investment of state-of-the-art equipment. We are in the final implementation of the YARDI system, which will assist DH with property management, tenant tracking, maintenance scheduling and management, financial data entry and waitlist management. DH will be centralizing all policies and procedures for easy retrieval upon request. We have added an industry HR professional, Ms. Lachun Thomas, to our staff. Train our staff for success through training and education and professional development. The repayment agreement has been upgraded. Resident Services housed a family through the Habitat Partnership, and we look forward to housing more families using our Family Self-Sufficiency (FSS) Platform and Resident Opportunity Self-Sufficiency (ROSS) Platform. In 2026 our Moving-To-Work (MTW) Program will have a work requirement for our families. Those who are able to work, must work. DH does not want MTW to create a hardship for our families, we want this to provide a highway to upward mobility.

**Closing Remarks**

**OTHER BUSINESS:** The next Board Meeting will be held Wednesday January 15, 2025.

**ADJOURN DH MEETING: TIME:** 10:17 am

Motion: Michael Jackson

Second: Jeff Williams

Vote: Unanimous

Abstain: None

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Secretary



## RESOLUTION 2025-01

**BE IT RESOLVED** by the Board of Commissioners of Dothan Housing of the City of Dothan, Alabama as follows:

**WHEREAS**, it is the responsibility of the Board of Commissioners to approve the holiday schedule for calendar year 2025, and

**WHEREAS**, historically Dothan Housing has followed the holiday schedule of the local governing body, the City of Dothan, and

**WHEREAS**, the City of Dothan has indicated to this organization that it has granted fifteen (15) holidays for calendar year 2025,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Dothan Housing of the City of Dothan, Alabama, as follows:



**RESOLUTION NO. 2025-01 CONT'D: APPROVING DOTHAN HOUSING 2025 HOLIDAY CALENDAR.**

**Passed, Adopted, and Approved on the 15<sup>TH</sup> day of JANUARY, 2025.**

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David Jamison, Chairperson

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Jeff Williams, Vice Chairperson

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Michael Jackson, Commissioner

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Lily Mendoza, Commissioner

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Lisa Alexander, Commissioner

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Jasmine Bowick, Commissioner

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Linda Ward, Commissioner

**BOARD OF COMMISSIONERS**

# 2025

## Dothan Housing Holiday Calendar



January '25							February '25							March '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					

April '25							May '25							June '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					

July '25							August '25							September '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													

October '25							November '25							December '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1	1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													



## **PUBLIC NOTICE**

**January 8, 2025**

Our Community, Inc. (OCI) Board of Directors will conduct a  
**Board Meeting**

**Wednesday, January 15, 2025 at 10:00 a.m.**

at Our Community Housing and Enrichment Center (OCHEC)  
located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

** ZOOM Meeting ID: 883-098-6433**

** <https://us02web.zoom.us/j/8830986433>**



### **AGENDA**

**01-15-2025**

Call To Order

Approve January 15, 2025 Agenda

Approve December 11, 2024 Board Meeting Minutes

### **PRESIDENT UPDATES:**

Comments

Adjourn



## Minutes of the Board of Directors 12-11-2024

The Board of Directors of Our Community, Inc. held a meeting on Wednesday, December 11, 2024 at Our Community Housing & Enrichment Center (OCHEC) located at 1001 Montana Street Dothan, Alabama and virtually via Zoom.

The meeting was called to order at 10:17 am by Mr. Samuel P. Crawford, President/Chairman. Present were Vice President/Vice Chairman David Jamison; Secretary/Treasurer Michael Jackson; Director Jeff Williams; Director Linda Ward and Director Jasmine Bowick via ZOOM. Absent was Directors Lily Mendoza and Lisa Alexander.

Dothan Housing personnel: **C-Suite:** Samuel P. Crawford, CEO and Secretary; Challis Readus; Dr. Tamara Berry-Andrews, CHO; and Bonita Schatz, CFO. **MTW:** Tera Wells. **SEACH:** John Porter III. **IT:** Patience Crittenden. **SAFETY & SECURITY:** JD Miller. **HR:** Lachun Thomas. **ASSET MANAGEMENT:** Tamaria Harris.

**DH ZOOM:** Tanya Embry.

**ZOOM Visitors:** Tammie Smith, Smith Financial; LM and an unknown user.

The 12-11-2024 Meeting Agenda was approved with a motion by David Jamison and a second by Michael Jackson.



## **PUBLIC NOTICE**

**December 4, 2024**

Our Community, Inc. (OCI) Board of Directors will conduct a  
**Board Meeting**

**Wednesday, December 11, 2024 at 10:00 a.m.**

at Our Community Housing and Enrichment Center (OCHEC)  
located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

 **ZOOM Meeting ID: 883-098-6433**

 <https://us02web.zoom.us/j/8830986433>



### **AGENDA**

**12-11-2024**

Call To Order

Approve December 11, 2024 Agenda  
Approve August 21, 2024 Board Meeting Minutes

**NEW BUSINESS:**

**PRESIDENT UPDATES:**

Comments  
Adjourn

August 21, 2024 Board Meeting Minutes were approved with a Motion by David Jamison and a second by Michael Jackson.

**GRANT:** \$1.25 MILLION special appropriation from the Bezos Foundation for OCI. The funds should be received by 12-13-2024. Official statements have been received.

The Meeting of the Directors of Our Community, Inc. was adjourned at 10:20 am with a Motion by David Jamison and a Second by Jeff Williams.

The next meeting of the Directors of Our Community, Inc. (OCI); is scheduled for Wednesday, January 15, 2025.

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President

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Vice-President



## **PUBLIC NOTICE**

**January 8, 2025**

Building Opportunities toward Self-Sufficiency (BOSS) Board of Directors will conduct a  
**Board Meeting**

**Wednesday, January 15, 2025 at 10:00 a.m.**

at Our Community Housing and Enrichment Center (OCHEC)

located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

**📺 ZOOM Meeting ID: 883-098-6433**

📍 <https://us02web.zoom.us/j/8830986433>



### **AGENDA**

01-15-2025

Call To Order

Approve January 15, 2025 Agenda

Approve December 11, 2024 Meeting Minutes

### **UPDATES:**

Comments

Adjourn



## Minutes of the Board of Directors

December 11, 2024

The Directors of Building Opportunities toward Self-Sufficiency (BOSS) convened in a Meeting on Wednesday December 11, 2024, at Our Community Housing & Enrichment Center at 1001 Montana Street and via Zoom.

The meeting was called to order at 10:20 am by: Mr. Samuel P. Crawford.

The Secretary called the roll, and the following were:

Present	Absent	ZOOM
David Jamison	Lily Mendoza	Jasmine Bowick
Jeff Williams	Lisa Alexander	
Michael Jackson		
Linda Ward		

The meeting was called to order at 10:20 am by Mr. Samuel P. Crawford, President/Chairman. Present were Vice President/Vice Chairman David Jamison; Secretary/Treasurer Michael Jackson; Director Jeff Williams; Director Linda Ward; and Director Jasmine Bowick via ZOOM. Absent were Directors Lily Mendoza and Lisa Alexander.

Dothan Housing personnel: **C-Suite:** Samuel P. Crawford, CEO and Secretary; Challis Readus; Dr. Tamara Berry-Andrews, CHO; and Bonita Schatz, CFO. **MTW:** Tera Wells. **SEACH:** John Porter III. **IT:** Patience Crittenden. **SAFETY & SECURITY:** JD Miller. **HR:** Lachun Thomas. **ASSET MANAGEMENT:** Tamaria Harris.

**DH ZOOM:** Tanya Embry.

**ZOOM Visitors:** Tammie Smith, Smith Financial; LM and an unknown user.



The 12-11-2024 Meeting Agenda was approved with a motion by David Jamison and a second by Michael Jackson.



## **PUBLIC NOTICE**

**December 4, 2024**

Building Opportunities toward Self-Sufficiency (BOSS) Board of Directors will conduct a  
**Board Meeting**

**Wednesday, December 11, 2024 at 10:00 a.m.**

at Our Community Housing and Enrichment Center (OCHEC)  
located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

 **ZOOM Meeting ID: 883-098-6433**

 <https://us02web.zoom.us/j/8830986433>



## **AGENDA**

12-11-2024

Call To Order

Approve December 11, 2024 Agenda  
Approve August 21, 2024 Meeting Minutes

## **NEW BUSINESS:**

Comments  
Adjourn

The 08-21-2024 Meeting Minutes were approved with a motion by David Jamison and a second by Michael Jackson.

The Meeting of the Directors of BOSS, Inc. was adjourned at 10:22 am with a Motion by Michael Jackson and a Second by David Jamison.

The next meeting of the Directors of BOSS, Inc.; is scheduled for Wednesday, January 15, 2025.

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President

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Vice-President



**PUBLIC NOTICE**

**January 8, 2025**

Southeast Alabama Coalition for the Homeless, Inc. (SEACH)

Board of Directors will conduct a

**Board Meeting**

**Wednesday, January 15, 2025, at 10:00 a.m.**

at Our Community Housing and Enrichment Center (OCHEC)

located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

**📺 ZOOM Meeting ID: 883-098-6433**

**📍 <https://us02web.zoom.us/j/8830986433>**



**AGENDA**

01-15-2025

Call To Order

Prayer

Approve January 15, 2025 Agenda

Approve December 11, 2024 Board Meeting Minutes

**NEW BUSINESS: RESOLUTIONS**

Accept Sub-Recipient Agreement from the City of Dothan

**Closing Remarks**

**Adjourn**



## Minutes of the Board of Directors

December 11, 2024

The Directors of the Southeast Alabama Coalition for the Homeless, Inc. (SEACH) convened in a meeting on Wednesday December 11, 2024, at Our Community Housing & Enrichment Center at 1001 Montana Street and via Zoom.

The meeting was called to order at 10:22 am by: Mr. Samuel P. Crawford .

The meeting was called to order at 10:50 am by Mr. Samuel P. Crawford, President/Chairman. Present were Vice President/Vice Chairman David Jamison; Director Jeff Williams; Director Lily Mendoza, Director Lisa Alexander and Director Jasmine Bowick. Absent was Directors Michael Jackson and Linda Ward.

Dothan Housing personnel: **C-Suite:** Samuel P. Crawford, CEO and Secretary; Challis Readus; Dr. Tamara Berry-Andrews, CHO; and Bonita Schatz, CFO. **MTW:** Tera Wells. **SEACH:** John Porter III. **IT:** Patience Crittenden. **SAFETY & SECURITY:** JD Miller. **HR:** Lachun Thomas. **ASSET MANAGEMENT:** Tamaria Harris.

**DH ZOOM:** Tanya Embry.

**ZOOM Visitors:** Tammie Smith, Smith Financial; LM and an unknown user.

The 12-21-2024 Meeting Agenda was approved with a motion by Jeff Williams and a second by Michael Jackson.



**PUBLIC NOTICE**  
**December 4, 2024**

Southeast Alabama Coalition for the Homeless, Inc. (SEACH)  
Board of Directors will conduct a

**Board Meeting**

**Wednesday, December 11, 2024, at 10:00 a.m.**

at Our Community Housing and Enrichment Center (OCHEC)  
located at 1001 Montana Street Dothan, AL 36303

**In-person and Virtually via Zoom.**

**📺 ZOOM Meeting ID: 883-098-6433**

**📺 <https://us02web.zoom.us/j/8830986433>**



**AGENDA**

12-11-2024

Call To Order  
Prayer

Approve December 11, 2024 Agenda  
Approve August 21, 2024 Board Meeting Minutes

**NEW BUSINESS:**

**Closing Remarks**  
**Adjourn**

The 08-21-2024 Board Meeting Minutes were approved with a motion by Michael Jackson and a second by Jeff Williams.

**GRANTS:** An ESG Grant from ADECA was received in the amount of \$375, 000.00, of which \$280,000.00 was received by SEACH to use for staffing, rental and prevention assistance, and HMIS software. Assistance can begin the first (1<sup>st</sup>) quarter of 2025. \$95,000.00 went to the House of Ruth. We went in partnership on this Grant. ADECA has strict guidelines. A \$1.25 million Grant was received from the Bezos Foundation to support homelessness; rehab, acquisitions, staffing, rapid rehousing and day shelter; 50% of the funds can be used for development. The funds cannot be used for prevention. DH was invited to apply for this Grant, not everyone can apply. A Point in Time (PIT) Count is a HUD requirement and will be held January 25, 2025 in all five (5) counties.

The Meeting of the Directors of SEACH, Inc. was adjourned at 10:31 am with a Motion by Jeff Williams and a second by Michael Jackson.

The next meeting of the Directors of SEACH, Inc. is scheduled for Wednesday, January 15, 2025.

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President

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Vice-President

# SEACH

— SOUTHEAST AL COALITION FOR THE HOMELESS —

## RESOLUTION 2025-01

**BE IT RESOLVED** by the Board of Directors of the Southeast Alabama Coalition for the Homeless (SEACH) an Alabama nonprofit corporation as follows:

**WHEREAS**, on September 17, 2024; the City of Dothan, Alabama approved Resolution 2024-264 to enter into a subrecipient agreement with the Southeast Alabama Coalition for the Homeless (SEACH), and

**WHEREAS**, the City of Dothan, Alabama, will be assisting the Southeast Alabama Coalition for the Homeless (SEACH), through the budgeting of Community Development Block Grant (CDBG) Funds for the provision of funding for their SEACH 2024 project, to serve low- and moderate-income households, and

**WHEREAS**, the City of Dothan has budgeted the sum of \$10,322.00 under the Community Development Block Grant (CDBG) 2024 Annual Action Plan B-24-MC-01-0010, to be appropriated in FY2025, to the General Fund/Planning and Development/Other Services and Charges/Professional Services, Account Number 001-2735-527.30-42, Project CD2402; this appropriation is to be funded by increasing the General Fund/Intergovernment, Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00.

**WHEREAS**, in order to provide these resources to Southeast Alabama Coalition for the Homeless (SEACH), it is necessary to enter into a subrecipient agreement between the City of Dothan, Alabama and Southeast Alabama Coalition for the Homeless (SEACH), and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Southeast Alabama Coalition for the Homeless (SEACH) hereby approves a subrecipient agreement with the City of Dothan, Alabama, and

**RESOLUTION 2025-01 CONT'D: TO APPROVE A SUBRECIPIENT AGREEMENT IN THE AMOUNT OF \$10,322.00 WITH THE CITY OF DOTHAN, ALABAMA FOR THE PURPOSE OF ADMINISTERING A CDBG YEAR 2024 PUBLIC SERVICE GRANT.**

**NOW FURTHERMORE, BE IT RESOLVED**, by the Board of Directors of the Southeast Alabama Coalition for the Homeless (SEACH) as follows:

SECTION 1. That the Board of Directors of the Southeast Alabama Coalition for the Homeless (SEACH) enters into a subrecipient agreement with the City of Dothan, Alabama for the purpose of administering a CDBG Year 2024 Public Service Grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds as follows:

SECTION 2. That the sum of \$10,322.00 under the Community Development Block Grant (CDBG) 2024 Annual Action Plan B-24-MC-01-0010, to be appropriated in FY2025, to the General Fund/Planning and Development/Other Services and Charges/Professional Services, Account Number 001-2735-527.30-42, Project CD2402; this appropriation is to be funded by increasing the General Fund/Intergovernment, Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00.

SECTION 3. That the effective date of said agreement be the latter of October 1, 2024, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

SECTION 4. That Samuel P. Crawford, in his capacity as Southeast Alabama Coalition for the Homeless (SEACH) CEO, is hereby authorized and directed to execute said agreement on behalf of the Southeast Alabama Coalition for the Homeless (SEACH).



RESOLUTION 2025-01 CONT'D: TO APPROVE A SUBRECIPIENT AGREEMENT IN THE AMOUNT OF \$10,322.00 WITH THE CITY OF DOTHAN, ALABAMA FOR THE PURPOSE OF ADMINISTERING A CDBG YEAR 2024 PUBLIC SERVICE GRANT.

**PASSED, APPROVED AND ADOPTED on the 15<sup>TH</sup> day of January, 2025.**

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David Jamison, Chairperson

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Jeff Williams, Vice Chairperson

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Michael Jackson, Commissioner

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Lily Mendoza, Commissioner

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Lisa Alexander, Commissioner

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Jasmine Bowick, Commissioner

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Linda Ward, Commissioner

**BOARD OF COMMISSIONERS**

**RESOLUTION NO. 2024-264**

WHEREAS, the City of Dothan, Alabama, will be assisting Southeast Alabama Coalition for the Homeless, Inc., through the budgeting of Community Development Block Grant Funds, for provision of funding for their SEACH 2024 project, to serve low- and moderate-income households, and

WHEREAS, the City of Dothan recognizes the need to support this program through funding of salary for a Homeless Services Programs Manager for low- and moderate-income households, and

WHEREAS, the City of Dothan has budgeted the amount of \$10,322.00 under Community Development Block Grant 2024 Annual Action Plan No. B-24-MC-01-0010, for such purposes, and

WHEREAS, in order to support the program, it is necessary to enter into a subrecipient agreement between the City and Southeast Alabama Coalition for the Homeless, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

SECTION 1. That the City of Dothan enter into a subrecipient agreement with Southeast Alabama Coalition for the Homeless, Inc. for the provision of funding for their SEACH 2024 project for Community Development Block Grant Annual Action Plan No. B-24-MC-01-0010, which said agreement follows:

Resolution No. 2024-264, entering into an agreement with Southeast Alabama Coalition for the Homeless, Inc., continued.

SECTION 2. That the sum of \$10,322.00 be appropriated in FY 2025, to the General Fund/Planning and Development/Other Services & Charges/Professional Services, Account Number 001-2735-527.30-42 Project #CD2402; for the provision of funding for SEACH 2024 project under the Community Development Block Grant 2024 Annual Action Plan, No. B-24-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$10,322.00 in FY 2025.

SECTION 3. That the effective date of said agreement be the latter of October 1, 2024, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

SECTION 4. That Mark Saliba, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of SEPTEMBER, 2024.**

Attest:

Wendy Shiver  
City Clerk

Mark Saliba  
Mayor

[Signature]  
Associate Commissioner District 1

[Signature]  
Associate Commissioner District 2

[Signature]  
Associate Commissioner District 3

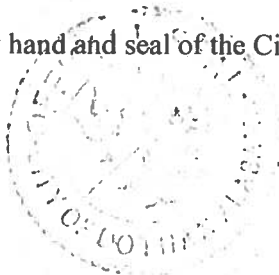
[Signature]  
Associate Commissioner District 4

[Signature]  
Associate Commissioner District 5

[Signature]  
Associate Commissioner District 6  
**BOARD OF CITY COMMISSIONERS**

I, Wendy Shiver, duly appointed City Clerk of the City of Dothan, Alabama, do hereby certify that the foregoing resolution was passed by the Board of Commissioners of the City of Dothan, Alabama, at a regular meeting held on September 17, 2024.

Witness by hand and seal of the City of Dothan this 17<sup>th</sup> day of September, 2024.



Wendy Shiver  
City Clerk

State of Alabama  
County of Houston  
CDFA: 14.218

**2024-2025 SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF DOTHAN AS GRANTEE UNDER THE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND  
SOUTHEAST ALABAMA COALITION FO THE HOMELESS INC.**

This Agreement is made and entered into this 17<sup>th</sup> day of September, 2024, by and between the City of Dothan, Alabama, hereinafter referred to as "Grantee", and Southeast Alabama Coalition for the Homeless, Inc. hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

WHEREAS, The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Grant Number B-24-MC-01-0010) part of which are intended to be used to assist the Grantee in utilizing such funds; and that,

WHEREAS, Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Grantee to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

WHEREAS, The Grantee desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing public services to lower income persons; and that.

WHEREAS, The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501(C)(3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

**ARTICLE I – SCOPE OF PROGRAM**

The Subrecipient will be responsible for administering a CDBG Year 2024 Public Service Grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Such program will include the following activities eligible under the Community Development Block Grant Program:

Activity #1: Funds will be used for a period of twelve (12) months in a manner consistent with policies set forth by Southeast Alabama Coalition for the Homeless Inc., a non-profit corporation, for purposes of this agreement shall include but not be limited to: Allocation of funds for a Homeless Services Programs Manager staff person.

## ARTICLE II – NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives (as defined in 24 CFR 570.200 (a)(1) + (2), 570.201, 570.202, 570.203, 570.204, 570.205, 570.206, 570.207, 570.208, 570.209, and 570.506). The CDBG National Objectives are: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; (3) or meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective of benefiting low- and moderate-income persons.

## ARTICLE III – LEVELS OF ACCOMPLISHMENT

### Goals and Performance Measures

The Subrecipient agrees to carry out activities set forth in this Agreement in accordance with the goals and performance measures set forth in the Application.

## ARTICLE IV – PERFORMANCE MONITORING

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the agency's grant application. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the Grantee as Grantee, contract suspension or termination procedures will be initiated. The Subrecipient further agrees to comply with 2 CFR 200.328, 24 CFR 570.507, and 24 CFR 570.509.

Agency funding is subject to performance by the Subrecipient. If a reasonable effort, as determined by the Grantee, has not been made to spend funds in a timely manner, the Grantee has the authority to terminate the agency's funding.

The City of Dothan will monitor expenditures under this grant on a quarterly basis. On-site monitoring visits will be scheduled not less than yearly for all new subrecipient agencies and for those agencies that have received a finding from prior year monitoring visits. All other agencies will be monitored on-site based on their computed level of risk. A desk monitoring may be conducted in lieu of an onsite monitoring visit.

The City of Dothan will provide monitoring dates to Subrecipient agencies. All records for the specific years being monitored and appropriate staff should be available during this visit. If all records are not made available to the City of Dothan on the agreed upon monitoring date, the

agency will be non-compliant, and payment will be withheld until the agency has resolved the issues.

Non-compliance by agencies will be considered when applications are reviewed for funding during future application cycles. Agencies in non-compliance have up to 30 days to resolve monitoring issues. A formal letter with a written action plan to correct any non-compliance issues must be mailed return-receipt to the City of Dothan Planning and Development Department.

**ARTICLE V – TERM OF AGREEMENT**

Services of the Subrecipient shall start on October 1, 2024, and end on September 30, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**ARTICLE VI – PROJECT BUDGET AND FINANCING**

A detailed budget is attached as Exhibit A.

**ARTICLE VII - PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,322 (SEACH 2024 Staff Person). Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR 200.

**ARTICLE VIII - NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by facsimile, or e-mail. Any notice delivered or sent aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
City of Dothan Kelly H. Mierkowski CDBG Program Administrator	Southeast AL Coalition for the Homeless Samuel Crawford President and CEO

P.O. Box 2128  
Dothan, AL 36301  
Phone: 334-615-4412  
Fax: 334-615-4419  
kmierkowsk@dothan.org

1001 Montana Street  
Dothan, AL 36303  
Phone: 334-500-3835  
Fax:  
scrawford@dothanhousing.org

## ARTICLE IX – GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

### C. Hold Harmless Provision

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

The Subrecipient shall not, without prior written permission of the Grantee specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the Grantee. The subrecipient will save and hold harmless the Grantee against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

### D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

### E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative or each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.



In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of practical termination, the portion to be terminated. However, if in the case of a practical termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## ARTICLE X – ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506. that are pertinent to the activities to be funded under the Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, including a fair housing marketing plan which contains the fair housing logo; The fair housing logo should be prominently displayed on all program material.

- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Monthly report indicating current financial status of project activities including budgeted, obligated, and expended funds, both recipient and subrecipient generated; and
- h. Records documenting all grievances filed by employees and/or clients and written documentation as to how such grievances were resolved. The Subrecipient must have written grievance policies for both clients and employees.
- i. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the action and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors of their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcript of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the agreement period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee,

For the purpose of this Agreement the term "Program Income" shall have the following meaning: Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. If an

administrative cost line item is in the budget, the Subrecipient must provide an indirect cost schedule showing how this figure was computed.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget, and Grantee policy concerning payments. Except for certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this agreement for costs incurred by the Grantee on behalf of the Subrecipient.

The Grantee will require two (2) weeks for processing of all requests for payment. Please refer all questions regarding the status of your pay request to Kelly H. Mierkowski, CDBG Program Administrator, 334-615-4417. All incorrect "Request for Payments" from the Subrecipient will be returned for corrections prior to reimbursement. All invoices will be returned to the Subrecipient for correction before payment can be processed.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee: Monthly progress reports will be submitted using Reimbursement Requests and Quarterly Reports in the format required for the quarters ending December 31, March 31, and June 30 and September 30. This report is due no later than 5 days following the end of the quarter. Payment of funds is contingent on timely reporting.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds more than \$25,000.00 shall be:

- a. Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period as determined appropriate by the Recipient; or

- b. Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period specified in accordance with (i) above.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall follow the requirements of 2 CFR 200 and 24 CFR 570. Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.

Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds more than \$25,000.00 shall be:

1. Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period as determined appropriate by the Recipient; or
2. Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period specified in accordance with (i) above.

ARTICLE XI - RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient, if applicable, agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing

the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

The Subrecipient also agrees to comply with applicable Grantee/City ordinances, resolutions and policies concerning the displacement of persons from their residences.

## ARTICLE XII – PERSONNEL AND PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964, as amended in 1991, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable, as referenced in 24 CFR 70.602.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended in 1991, and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program prior to the award of funds.

2. Women and Minority-Owned Businesses W/MBE

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts, by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein, as noted in 24 CFR 570.502 & 570.508

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising labor union or

worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state it is an Equal Opportunity or Affirmative Action employer. EEO posters will need to be posted in all areas where employee interviews are conducted. The Subrecipient will comply with all regulations as set forth in 24 CFR Part 570.601, 570.610 & 570.607.

6. Subcontract Provisions

The Title IX, Section 504, and Title II regulations require that notices of nondiscrimination be made on a continuing basis. The notice must provide notification of nondiscrimination on the basis of race, color, and national origin available to beneficiaries, participants, and other interested persons.

The Subrecipient will include the provisions of Article XIII of this Agreement, (Sections A - Civil Rights, and B - Affirmative Action), and as noted in 24 CFR Part 1, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.



The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient hereby agrees that they will contact the City of Dothan for approval prior to releasing the bids for any project that would need to comply with the Davis Bacon Act. The Subrecipient agrees to comply with 24 CFR 570.609 regarding the prohibited use of debarred, suspended, or ineligible contractors or subrecipients. The Subrecipient also agrees to comply with 24 CFR 570.603 on Labor Standards.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and that contracts for work in

connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the jurisdiction's area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the jurisdiction's area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing in the jurisdiction's area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

e) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has a notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Subrecipient shall cause all the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 24 CFR Part 570.611 which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension , continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, the work or materials for governmental purposes.

7. Religious Activities

The subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE XIII - ENVIRONMENTAL CONDITIONS

1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this agreement:

- a) Clean Air Act, 42 U.S.C., 7401, et seq.
- b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR 570.605, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### 3. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Sub-part B and Sub-part K. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures must be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

24 CFR Part 35 will apply to any dwelling unit that receives federal assistance under CDBG including utility deposits, rental deposits, and any other assistance that results in the placement of people in housing. Sub-part K of the Lead Based Paint Regulations requires the following on pre-1978 units: (1) – Provision of pamphlet (2)-visual assessment (3) - Paint Stabilization (4)-Notice to occupants and (5)-ongoing lead-based paint maintenance.

### 4. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## ARTICLE XIV- SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

## ARTICLE XV – WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XVI – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, (including 2 CFR Part 200, 2 CFR part 200, subpart D) and any subsequent changes thereto during the life of this Agreement. It is further understood that the Grantee shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

ARTICLE XVII– ALABAMA IMMIGRATION LAW

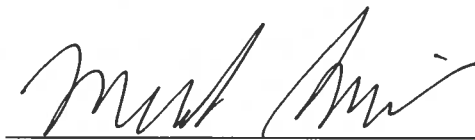
Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the Grantee. Please refer to Exhibit B for specific requirements under the law.

ARTICLE XVIII – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Signature

Chief Executive Officer  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Attest


  
\_\_\_\_\_  
Attest

EXHIBIT A

<b>Project Description</b>	<b>Activity #</b>	<b>Total Funding</b>
Allocation of funds for a Homeless Services Programs Manager staff person.		\$10,322.00