



PUBLIC NOTICE

February 12, 2025

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

Wednesday, February 19, 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

02-12-2025

Call To Order

Prayer

Approve DH February 19, 2025 Agenda

Approve DH January 15, 2025 Board Meeting Minutes

NEW BUSINESS: Resolutions

Board Commissioner Re-Appointment

DH Employee Handbook Revisions

Disposition of Surplus Property

Administrative Plan Revisions

Black History Proclamation

CEO UPDATES:

Comments

Adjourn



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

January 15, 2025

The Commissioners of the Housing Authority of the City of Dothan, Alabama, convened in a Regular Meeting on Wednesday January 15, 2025, 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; Bonita Schatz, CFO; Ladonice Freeney and Tanya Embry. **MTW:** Tera Wells. **SEACH:** John Porter III. **IT:** Patience Crittenden. **HR:** Lachun Thomas. **ASSET MANAGEMENT:** Tamaria Harris.

DH ZOOM: Makayla Woytek and Hillary Richardson.

ZOOM Visitors: Kelly Mierkowski, City of Dothan and Jennifer Robinson, Resident.

The Chairperson, David Jamison, declared a quorum present.

I. Approve January 15, 2025 Agenda:

Motion: Lily Mendoza

Second: Jeff Williams

Vote: Unanimous

Abstain: None



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

Approve December 11, 2024 Minutes:

Motion: Jeff Williams

Second: Lily Mendoza

Vote: Unanimous

Abstain: None

2025 HOLIDAY CALENDAR: The Dothan Housing (DH) Board of Commissioners approves the holiday calendar each year. DH follows the holiday schedule of the local governing body, the City of Dothan. The City of Dothan has indicated to DH that it has granted fifteen (15) holidays for the calendar year 2025.

Motion: Lily Mendoza

Second: Lisa Alexander

Vote: Unanimous

Abstain: None

CEO UPDATES: I am sending a Happy New Year and send prayers to those affected by the California wildfires. Dothan Housing issued an editorial expressing concern and saluting the firefighters and first responders. Welcome to all our guests and employees. We are planning an ambitious year. We will be getting back on track with the Committees. Planning Meeting invites will be sent out to the Commissioners, the meeting is scheduled for 01-28-2025.

FINANCE UPDATE: The Finance Committee met 01-14-2025. DH is operating \$27,000 in black. The Yardi software is being implemented. Finance is looking forward to being more up to date and live with financials. The 2025 budgets are being imported with a March anticipated date for possible revision reviews.

MOVING TO WORK (MTW) REQUIREMENT UPDATE: The Dothan Housing MTW program is being implemented to promote self-sufficiency among participant families. The key requirements are work or educational commitment. Supportive Services will be led by Resident Services for families meeting these requirements and will partner with external organizations to facilitate assistance. The challenges faced will be lack of transportation and childcare; supportive services will be built to assist resident needs. The plan will go into effect in 2026.

Closing Remarks

OTHER BUSINESS: The next Board Meeting will be held Wednesday February 19, 2025.

ADJOURN DH MEETING: TIME: 10:21 am

Motion: Lily Mendoza

Second: Lisa Alexander

Vote: Unanimous

Abstain: None

Board Chairman

Secretary



RESOLUTION 2025-02

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

WHEREAS, Page 4, Item 4 “Board of Commissioners” of the Bylaws states that the Authority shall have seven (7) Commissioners and the Mayor is responsible for the appointment of the Commissioners. Commissioners are appointed for a five (5) year term and the terms shall be staggered so that no more than two vacancies occur each year. Two (2) Commissioners must be a recipient of housing authority assistance, and

WHEREAS, Dothan Housing pursuant to the Bylaws of this authority, it is deemed necessary and in the best interests of this authority that the following action is taken by the Board of Commissioners of this authority:

1. Dothan Housing desires Mr. Jeff Williams to continue to serve Dothan Housing with integrity and purpose as a Board Commissioner, and

NOW, THEREFORE, BE IT RESOLVED THAT, under the authority vested in Mayor of the City of Dothan, Alabama, by Sec. 24-1-24, Code of Alabama, 1975, as amended; hereby announce the re-appointment of Jeff Williams as a member of the Dothan Housing Authority, term beginning on February 1, 2025 and expiring on January 31, 2030, and

RESOLUTION 2025-02 CONT'D: APPROVE RE-APPOINTMENT OF JEFF WILLIAMS AS RESIDENT BOARD COMMISSIONER OF DOTHAN HOUSING TO COMPLETE THE TERM WHICH EXPIRES JANUARY 31, 2030.

NOW, FURTHERMORE, BE IT RESOLVED THAT, on this 19th day of February, 2025 on which day a copy of this appointment was filed for record with the City Clerk of said City and furnished to the Executive Board of the Housing Authority, and

PASSED, ADOPTED and APPROVED on the 19th day of February, 2025.

David Jamison, Chairperson

Jeff Williams, Vice Chairperson

Michael Jackson, Commissioner

Lily Mendoza, Commissioner

Lisa Alexander, Commissioner

Jasmine Bowick, Vice Chairperson

Linda Ward, Vice Chairperson

BOARD OF COMMISSIONERS

**STATE OF ALABAMA
COUNTY OF HOUSTON
CITY OF DOTHAN**

WHEREAS, the term of Jeff Williams as a member of the Dothan Housing Authority will expire on January 31, 2025.

THEREFORE, under the authority vested in me as Mayor of the City of Dothan, Alabama, by Sec. 24-1-24, Code of Alabama, 1975, as amended, I do hereby announce the re-appointment of Jeff Williams as a member of the Dothan Housing Authority, term beginning on February 1, 2025 and expiring on January 31, 2030.

This is the 21st day of January, 2025, on which day a copy of this appointment was filed for record with the City Clerk of said City and furnished to the Executive Board of the Housing Authority.



**Mark Saliba
Mayor**

ATTEST:

**Wendy Shiver
City Clerk**

Exhibit “B” Commissioner Oath of Office.

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**Oath of Office of A Commissioner for the
The Housing Authority of the City of Dothan, Alabama**

I, the undersigned, do solemnly swear that I will support the Constitution of the United States and the State of Alabama according to the law and to the best of my judgment and ability.

I do further swear to be bound by the following:

1. I pledge myself to the professionalism of Housing Commissioners through my own efforts and through the mutual efforts of my colleagues and by all other proper means available.
2. I pledge to view my service on the Housing Commission as an opportunity to serve my community, my state and my nation because I support the objectives of providing a decent, safe and sanitary home and a suitable living environment for every American family.
3. I pledge that I recognize that my responsibilities are to serve in this capacity as a government official, a community leader and an advocate for the Commission, its programs and objectives.
4. I pledge myself to seek and maintain an equitable, honorable and cooperative association with fellow public housing officials and all others who are concerned with the proper and professional management of public housing developments.
5. I pledge to try to make decisions in terms of the most economical and efficient method toward the best interests of all citizens, particularly those of low and moderate income. Decisions will provide an equal opportunity to all citizens regardless of race, creed, sex or age.
6. I will recognize that my responsibility is not to make the day-to-day management decisions of the Authority, but to see that it is well run by carrying out policy making, planning and appraisal functions and by providing direction and taking formal action in support of these functions.
7. I pledge to refuse to represent special interests or partisan politics or to use this Commission for personal gain or for the gain of friends or supporters. I recognize that although I have been appointed by the city government, my responsibility is to the entire community.

Commissioner Signature

Date

Notary

Subscribed and sworn to me before _____ day of _____ 20
this

My commission expires _____ 20

Notary Signature _____

Seal

Exhibit “A” Code of Professional Ethics for Public Housing Commissioners.

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**Code of Professional Ethics for the
Public Housing Commissioner**

The objective of the Code of Ethics is to encourage professional performance by housing commissioners. The Code describes objectives which, when accepted and followed, will help to foster a beneficial relationship between the commissioners, staff and those they serve.

CODE

A public housing commissioner shall be bound by the following pledge:

1. I pledge myself to the professionalism of Housing Commissioners through my own efforts and through the mutual efforts of my colleagues and by all other proper means available.
2. I pledge to view my service on the Housing Commission as an opportunity to serve my community, my state and my nation because I support the objectives of providing a decent, safe and sanitary home and a suitable living environment for every American family.
3. I pledge that I recognize that my responsibilities are to serve in this capacity as a government official, a Community leader, and an advocate for the Commission, its programs and objectives.
4. I pledge myself to seek and maintain an equitable, honorable and cooperative association with fellow public housing officials and all others who are concerned with the proper and professional management of public housing developments.
5. I pledge to try to make decisions in terms of the most economical and efficient method toward the best interests of all citizens, particularly those of low and moderate income. Decisions will provide an equal opportunity to all citizens regardless of race, creed, sex or age.
6. I will recognize that my responsibility is not to make the day-to-day management decisions of the Authority, but to see that it is well run by carrying out policy making, planning and appraisal functions and by providing direction and taking formal action in support of these functions.
7. I pledge to refuse to represent special interests or partisan politics or to use this Commission for personal gain or for the gain of friends or supporters. I recognize that although I have been appointed by the city government, my responsibility is to the entire community.

8. I pledge that I shall not receive, directly or indirectly, any fee, rebate, commission, discount, gratuity, or any other benefit whether monetary or otherwise for the proper professional discharge of my duties, except authorized established expenses and other benefits.
9. I will arrive at conclusions only after I have discussed matters fully with members of the professional staff and other commission members. Once a decision has been reached by the majority of the commission assembled at a meeting, I will support it graciously.
10. I will recognize that the authority is vested with the whole commission assembled in meetings and that the powers of the commission shall be vested with the commissioner thereof in office at any time.
11. I pledge to support and protect authority personnel in the performance of their duties. Where and when commissioners are involved in the employment of staff, I will vote to hire only competent and trained personnel who have been recommended by the executive director, otherwise I will support the executive director in his or her choice of hiring and handling personnel without involvement by the commission.
12. I pledge to refer all complaints, including my personal criticisms, to the executive director, and only after the failure of administrative solution will pursue such matters outside the commission while also recognizing the individual rights of a commissioner as a citizen appointee and the responsibilities such an appointment implies.
13. I pledge to observe and enforce local and state laws and regulations pertaining to the commission and the authority and the housing represented by those entities.
14. I pledge to respect the limited intent and scope of executive session and respect privileged communications from executive session and other sources for the privacy of the personnel and clients with whom we are involved.
15. I pledge myself to place honesty, integrity, industriousness, compassion and understanding above all else; to pursue my gainful efforts by study and dedication to the end that service to my housing authority and the people I serve shall always be maintained at the highest possible level.
16. I pledge to make diligent use of the time of the commission as a whole and to faithfully attend all meetings barring unforeseen conflicts in which case I shall promptly notify the chairperson or designee while respecting the rights and commitments of other commissioners and the housing authority that the commission represents.

17. I pledge myself to comply with the rules and regulations and principals of this Code of Professional Ethics.

Commissioner Signature _____ Date _____

Notary		
Subscribed and sworn to me before this	_____ day of _____	20____
My commission expires	_____	20____
Notary Signature	_____	
Seal		



RESOLUTION 2025-03

BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Dothan, Alabama (DHA) as follows:

WHEREAS, the Housing Authority of the City of Dothan, Alabama (DHA) proposes removing the yearly payout of unused sick and unused annual leave at year-end, as suggested in the Housing Authority of the City of Dothan Employee Handbook (updated 11/22). The elimination of this yearly payout is due to budget cuts and will be reviewed and possibly revised in the future, and

WHEREAS, the removal of the yearly payout of unused sick and unused annual leave at year-end as suggested in the Housing Authority of the City of Dothan Employee Handbook (updated 11/22) be formally adopted by the Housing Authority's (HAs) Board of Commissioners or other authorized HA officials, and

WHEREAS, it has been determined that the removal of the yearly payout of unused sick and unused annual leave at year-end, as suggested in the Housing Authority of the City of Dothan Employee Handbook (updated 11/22), requires revision primarily due to updated annual leave and sick leave policies, and

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

- Section I. That the Housing Authority of the City of Dothan, Alabama does hereby adopt and approves the removal of the annual payout of unused annual and sick time due to budget cuts.
- Section II. That the effective date for removing the annual payout of unused annual and sick time at year-end is February 19, 2025.

RESOLUTION 2025-03 CONT'D: ADOPTING AND APPROVING THE REMOVAL OF ANNUAL PAYOUT OF UNUSED SICK AND UNUSED ANNUAL TIME AT THE YEAR-END AS SUGGESTED IN THE DHA EMPLOYEE HANDBOOK (UPDATED 11/22) DUE TO BUDGET CUTS.

PASSED, ADOPTED, AND APPROVED ON THE 19TH DAY OF FEBRUARY 2025.

David Jamison, Chairperson

Jeff Williams, Vice Chairperson

Michael Jackson, Commissioner

Lily Mendoza, Commissioner

Lisa Alexander, Commissioner

Jasmine Bowick, Commissioner

Linda Ward, Commissioner

BOARD OF COMMISSIONERS



RESOLUTION 2025-03

BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Dothan, Alabama (DHA) as follows.

WHEREAS, recommendations were submitted by the Dothan Management Group to the Executive Staff. After careful review, the recommendations were approved by the Executive Staff on December 2, 2024, and

WHEREAS, in accordance with the Housing Authority of the City of Dothan, Alabama's adopted Procurement Policy; Disposition of Surplus Property, goods that can be written off, sold or traded must have Board of Commissioners' approval prior to disposition, and

WHEREAS, approval of this resolution would allow Dothan Housing to write off these goods and dispose of them accordingly, and

WHEREAS, the Executive Officers have determined that certain property is obsolete for the continued operations of the Housing Authority of the City of Dothan, Alabama, and

WHEREAS, the Executive Officers are recommending to the Board of Commissioners' that those certain goods be removed from the Housing Authority Inventory, and

RESOLUTION 2025-03 CONTINUED: APPROVING DISPOSITION OF SURPLUS PROPERTY.

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

Section I. That the Board of Commissioners of the Housing Authority of the City of Dothan, Alabama hereby approves the following list of assets to be disposed of:

DOTHAN MANAGEMENT GROUP WRITE-OFF REPORT

Property	Item/Asset #	Estimated Purchase Date	Estimated Value	Serial Number	Comment
Warehouse	Stove/104713	2003	\$0.00	ACR3130AWO	Beyond Repair
Warehouse	Stove/103320	1997	\$0.00	Unreadable	Beyond Repair
Warehouse	Stove/107979	2017	\$0.00	Unreadable	Beyond Repair
Warehouse	Stove/104954	2003	\$0.00	TEF240PHW2	Beyond Repair
Warehouse	Stove/103264	1997	\$0.00	DS106569N	Beyond Repair
Warehouse	Stove/10423	1997	\$0.00	RB5250H1WW	Beyond Repair
Warehouse	Stove/104332	1997	\$0.00	Unreadable	Beyond Repair
Warehouse	Stove/103261	1997	\$0.00	DS106505N	Beyond Repair
Warehouse	Stove/104762	2003	\$0.00	Unreadable	Beyond Repair
Warehouse	Stove/107981	2017	\$0.00	Unreadable	Beyond Repair
Warehouse	Refrigerator/104387	2004	\$0.00	Unreadable	Beyond Repair
Warehouse	Refrigerator/103862	1998	\$0.00	CTX14CYBBRWW	Beyond Repair
Warehouse	Refrigerator/107633	2014	\$0.00	HTN16BBEWW	Beyond Repair
Warehouse	Refrigerator/104846	2002	\$0.00	FRT15B3AW1	Beyond Repair
Warehouse	Refrigerator/103818	1997	\$0.00	CTX14CYBRWW	Beyond Repair
Warehouse	Refrigerator/104303	2004	\$0.00	Unreadable	Beyond Repair
Warehouse	Refrigerator/107627	2014	\$0.00	GPE16DTHWW	Beyond Repair
Warehouse	Refrigerator/107437	2011	\$0.00	FFHT1513LW3	Beyond Repair
Warehouse	Refrigerator/107286	2008	\$0.00	CTB1401VROD	Beyond Repair
Warehouse	Refrigerator/107216	2007	\$0.00	FFHT1513LW3	Beyond Repair

RESOLUTION 2025-03 CONTINUED: APPROVING DISPOSITION OF SURPLUS PROPERTY.

Section II. That the Board of Commissioners of the Housing Authority of the City of Dothan, Alabama; approve disposal of the listed goods according to the terms of the adopted Procurement Policy.

Passed, Adopted, and Approved on the 19TH day of February, 2025.

David Jamison, Chairman

Jeff Williams, Vice Chair

Michael Jackson, Commissioner

Lily Mendoza, Commissioner

Lisa Alexander Commissioner

Jasmine Bowick, Commissioner

Linda Ward, Commissioner

BOARD OF COMMISSIONERS



RESOLUTION 2025-05

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

WHEREAS, the Housing Authority of the City of Dothan, Alabama (DHA) proposes to revise its Administrative Plan to comply with the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, The Administrative Plan and any revisions of the plan must be formally adopted by the Housing Authority's (HAs) Board of Commissioners or other authorized HA officials. The Administrative Plan states HA policy on matters for which the HA has the discretion to establish local policies, and

WHEREAS, it has been determined that the existing adopted Administrative Plan requires revision primarily due to the addition of updated policies and regulatory provisions governed by HUD, and

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

Section I. That the Housing Authority of the City of Dothan, Alabama does hereby adopt and approves the revisions and additions of the Administrative Plan due to the plan updates and additions.

Section II. That the effective date of the revised Administrative Plan is March 1, 2025.

**RESOLUTION NO. 2025-05 CONT'D: ADOPTING AND APPROVING REVISIONS TO THE
DHA ADMINISTRATIVE PLAN.**

**PASSED, ADOPTED, AND APPROVED ON THE 19TH DAY OF FEBRUARY,
2025.**

David Jamison, Chairman

Jeff Williams, Vice Chair

Michael Jackson, Commissioner

Lily Mendoza, Commissioner

Lisa Alexander Commissioner

Jasmine Bowick, Commissioner

Linda Ward, Commissioner

BOARD OF COMMISSIONERS



**PROCLAMATION
BLACK HISTORY MONTH
February 1 – 29, 2025**

BE IT RESOLVED by the Board of Directors of the Housing Authority of the City of Dothan, Alabama (DHA) as follows:

WHEREAS, we honor the rich history, achievements and cultural contributions of Black Americans; recognizing their pivotal role in shaping our nation’s past, present and future, and

WHEREAS, we acknowledge the enduring resilience and strength of these contributions in the face of systemic oppression, discrimination and adversity; while celebrating unwavering patriotism and pursuit of justice, equality and freedom, and

WHEREAS, we pay tribute to the countless leaders, activists, artists, educators and innovators who helped pave the way for progress in Civil Rights and the arts and sciences, and

WHEREAS, we re-affirm our commitment to the ongoing fight for racial justice, equality and an end to all forms of discrimination and bias and we recognize that Black History is not confined to one month, but is a living integral part of everyday, and

WHEREAS, the Housing Authority of the City of Dothan, Alabama (DHA) has made a commitment to establishing and maintaining a welcoming, inclusive, and just community for all, and



NOW, THEREFORE, BE IT RESOLVED THAT, the Dothan Housing Board of Commissioners and its affiliate organizations; do hereby recognize the month of February 2025 as Black History Month and encourage all employees, residents and the community to observe this month with appropriate reflection and to continue our efforts in ensuring that Dothan is a just, welcoming community.

NOW, FURTHERMORE, BE IT RESOLVED THAT, this Black History Proclamation, be witnessed and approved by the Board of Commissioners and Directors on behalf of the Housing Authority of the City of Dothan, Alabama (DHA), Our Community Inc. (OCI), Building Opportunities for Self-Sufficiency (BOSS) and Southeast Alabama Coalition for the Homeless (SEACH).



PASSED, ADOPTED, AND APPROVED ON THIS 19TH DAY OF FEBRUARY, 2025.

David Jamison, Chairperson

Jeff Williams, Vice Chairperson

Michael Jackson, Commissioner

Lily Mendoza, Commissioner

Lisa Alexander, Commissioner

Jasmine Bowick, Commissioner

Linda Ward, Commissioner

BOARD OF COMMISSIONERS



PUBLIC NOTICE

February 12, 2025

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

Board of Directors will conduct a

Board Meeting

Wednesday, February 19, 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

Call To Order

Prayer

Approve February 19, 2025 Agenda

Approve January 15, 2025 Board Meeting Minutes

NEW BUSINESS: Resolutions

Board Director Re-Appointment

SEACH & Alabama Department of Economic & Community Affairs (ADECA) Subaward Agreement

CEO UPDATES:

Closing Remarks

Adjourn



Minutes of the Board of Directors

January 11, 2025

The Directors of the Southeast Alabama Coalition for the Homeless, Inc. (SEACH) convened in a meeting on Wednesday January 11, 2025 at Our Community Housing & Enrichment Center at 1001 Montana Street and via Zoom.

The meeting was called to order at 10:21 am by Mr. Samuel P. Crawford, President/Chairman. Present were Vice President/Vice Chairman David Jamison; Director Jeff Williams and Director Lily Mendoza. Secretary/Treasurer Michael Jackson, Director Lisa Alexander and Director Jasmine Bowick via ZOOM. Absent was Director Linda Ward.

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

DH ZOOM: Makayla Woytek and Hillary Richardson.

ZOOM Visitors: Kelly Mierkowski, City of Dothan and Jennifer Robinson, Resident.

The 01-15-2025 Meeting Agenda was approved with a motion by Lily Mendoza and a second by Lisa Alexander.



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

The 12-11-2024 Board Meeting Minutes were approved with a motion by Jeff Williams and a second by Lily Mendoza.

SUB-RECIPIENT AGREEMENT: On September 17, 2024; the City of Dothan approved Resolution 2024-264 to enter into a subrecipient agreement with the Southeast Alabama Coalition for the Homeless (SEACH), and will be assisting the 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. SEACH was awarded the sum of \$10,322.00 under the Community Development Block Grant (CDBG) 2024 Annual Action Plan. The Sub-recipient Agreement between SEACH and the City of Dothan was approved with a Motion by Jeff Williams and a second by Lily Mendoza.

CEO UPDATES: 01-25-2025 a Point In Time (PIT) count will be held in all five (5) counties: Houston, Dale, Henry, Geneva and Coffee. HUD requires COCs to conduct the PIT count and is required for the last ten (10) days of January. Volunteers, donations and community support are needed. Flyers have been distributed, listing the services that will be provided. We have partnered with the University of Alabama Data Center, to assist with reporting accurate data to HUD. The City of Dothan proclaimed 01-25-2025 PIT Count Day to bring awareness to and assess the state of homelessness in our communities.

HOMELESS SHELTER: Procedures are being developed to determine how to operate. We are waiting on estimates for infrastructure to include baths and showers. Security plans are being developed, and concerns are being discussed. This process will require a lot of volunteers who will be around the clock and paid staff. We are looking into wrap around services: Mental Health, Medical and Physical; and we will partner with Spectra Care and ACOM. This will be a low barrier shelter, no ID or background checks, but will be a safe environment. SEACH will set the barriers.

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

The next meeting of the Directors of SEACH, Inc. is scheduled for Wednesday, February 19, 2025.

President

Vice-President

SEACH

— SOUTHEAST ALABAMA COALITION FOR THE HOMELESS —

**RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
SOUTHEAST ALABAMA COALITION FOR THE HOMELESS, INC.**

RESOLUTION 2025-02

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

The Board of Directors (the "**Board**") of Southeast Alabama Coalition for the Homeless, (BOSS) Inc., an Alabama nonprofit corporation (the "**Corporation**"), adopted the following resolutions at a duly called and convened meeting of the Board of the Corporation held on February 19, 2025:

Section 5.02. QUALIFICATION AND ELECTION OF DIRECTORS.

- (a) Qualifications. Each Director shall be a natural person eighteen (18) years of age or older.
- (b) Election of Directors. Directors shall be elected in accordance with Section 5.10(b).

Section 5.03. NUMBER AND TERM OF OFFICE.

Section 5.04. VACANCIES. If a vacancy occurs in the office of a Director for any reason, including an increase in the number of Directors, an individual may be selected to fill the vacant position by the Member. If an individual is selected to fill the vacant position, such Director shall hold office for the unexpired term for which the vacancy occurred, if applicable, and until a successor shall be appointed and shall qualify or until his or her earlier death, resignation or removal.

Section 5.05. REMOVAL OF DIRECTORS. A Director may be removed from office at any time, with or without cause, in accordance with Section 5.10(b) hereof, provided that written notice of the intention to consider the removal of such Director has been included in the notice of the meeting at which such removal will be considered and has been provided to the Director being considered for expulsion.

RESOLUTION 2025-02 CONT'D: APPROVE TO REAPPOINT JEFF WILLIAMS AS BOARD DIRECTOR OF SEACH TO COMPLETE THE TERM, WHICH EXPIRES JANUARY 31, 2030.

WHEREAS, Southeast Alabama Coalition for the Homeless (SEACH), Inc. pursuant to the Bylaws of this corporation, it is deemed necessary and in the best interests of this corporation that the following action is taken by the Board of Directors of this corporation:

1. The Southeast Alabama Coalition for the Homeless (SEACH), Inc. Board of Directors desire Mr. Jeff Williams to continue to serve Southeast Alabama Coalition for the Homeless (SEACH), Inc. with integrity and purpose as the Resident Board Director, and

NOW, THEREFORE, BE IT RESOLVED THAT, under the authority vested in Mayor of the City of Dothan, Alabama, by Sec. 24-1-24, Code of Alabama, 1975, as amended; hereby announce the reappointment of Jeff Williamsr as a member of the Dothan Housing Authority, term beginning on February 1, 2025 and expiring on January 31, 2030, and

NOW, FURTHERMORE, BE IT RESOLVED THAT, on this 19th day of January, 2025 on which day a copy of this appointment was filed for record with the City Clerk of said City and furnished to the Executive Board of the Housing Authority.

RESOLUTION 2025-02 CONT'D: APPROVE TO REAPPOINT JEFF WILLIAMS AS BOARD DIRECTOR OF SEACH TO COMPLETE THE TERM, WHICH EXPIRES JANUARY 31, 2030.

PASSED, ADOPTED and APPROVED on the 19TH day of February, 2025.

David Jamison, Chairperson

Jeff Williams, Vice Chairperson

Michael Jackson, Director

Lily Mendoza, Director

Lisa Alexander, Director

Jasmine Bowick, Director

Linda Ward, Director

BOARD OF DIRECTORS

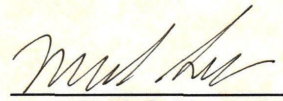
**STATE OF ALABAMA
COUNTY OF HOUSTON
CITY OF DOTHAN**

WHEREAS, the term of Jeff Williams as a member of the Dothan Housing Authority will expire on January 31, 2025.

THEREFORE, under the authority vested in me as Mayor of the City of Dothan, Alabama, by Sec. 24-1-24, Code of Alabama, 1975, as amended, I do hereby announce the re-appointment of Jeff Williams as a member of the Dothan Housing Authority, term beginning on February 1, 2025 and expiring on January 31, 2030.

This is the 21st day of January, 2025, on which day a copy of this appointment was filed for record with the City Clerk of said City and furnished to the Executive Board of the Housing Authority.




Mark Saliba
Mayor

ATTEST:

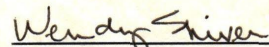

Wendy Shiver
City Clerk

Exhibit “B” Commissioner Oath of Office.

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**Oath of Office of A Commissioner for the
The Housing Authority of the City of Dothan, Alabama**

I, the undersigned, do solemnly swear that I will support the Constitution of the United States and the State of Alabama according to the law and to the best of my judgment and ability.

I do further swear to be bound by the following:

1. I pledge myself to the professionalism of Housing Commissioners through my own efforts and through the mutual efforts of my colleagues and by all other proper means available.
2. I pledge to view my service on the Housing Commission as an opportunity to serve my community, my state and my nation because I support the objectives of providing a decent, safe and sanitary home and a suitable living environment for every American family.
3. I pledge that I recognize that my responsibilities are to serve in this capacity as a government official, a community leader and an advocate for the Commission, its programs and objectives.
4. I pledge myself to seek and maintain an equitable, honorable and cooperative association with fellow public housing officials and all others who are concerned with the proper and professional management of public housing developments.
5. I pledge to try to make decisions in terms of the most economical and efficient method toward the best interests of all citizens, particularly those of low and moderate income. Decisions will provide an equal opportunity to all citizens regardless of race, creed, sex or age.
6. I will recognize that my responsibility is not to make the day-to-day management decisions of the Authority, but to see that it is well run by carrying out policy making, planning and appraisal functions and by providing direction and taking formal action in support of these functions.
7. I pledge to refuse to represent special interests or partisan politics or to use this Commission for personal gain or for the gain of friends or supporters. I recognize that although I have been appointed by the city government, my responsibility is to the entire community.

Commissioner Signature

Date

Notary

Subscribed and sworn to me before _____ day of _____ 20
this

My commission expires _____ 20

Notary Signature _____

Seal

Exhibit “A” Code of Professional Ethics for Public Housing Commissioners.

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**Code of Professional Ethics for the
Public Housing Commissioner**

The objective of the Code of Ethics is to encourage professional performance by housing commissioners. The Code describes objectives which, when accepted and followed, will help to foster a beneficial relationship between the commissioners, staff and those they serve.

CODE

A public housing commissioner shall be bound by the following pledge:

1. I pledge myself to the professionalism of Housing Commissioners through my own efforts and through the mutual efforts of my colleagues and by all other proper means available.
2. I pledge to view my service on the Housing Commission as an opportunity to serve my community, my state and my nation because I support the objectives of providing a decent, safe and sanitary home and a suitable living environment for every American family.
3. I pledge that I recognize that my responsibilities are to serve in this capacity as a government official, a Community leader, and an advocate for the Commission, its programs and objectives.
4. I pledge myself to seek and maintain an equitable, honorable and cooperative association with fellow public housing officials and all others who are concerned with the proper and professional management of public housing developments.
5. I pledge to try to make decisions in terms of the most economical and efficient method toward the best interests of all citizens, particularly those of low and moderate income. Decisions will provide an equal opportunity to all citizens regardless of race, creed, sex or age.
6. I will recognize that my responsibility is not to make the day-to-day management decisions of the Authority, but to see that it is well run by carrying out policy making, planning and appraisal functions and by providing direction and taking formal action in support of these functions.
7. I pledge to refuse to represent special interests or partisan politics or to use this Commission for personal gain or for the gain of friends or supporters. I recognize that although I have been appointed by the city government, my responsibility is to the entire community.

8. I pledge that I shall not receive, directly or indirectly, any fee, rebate, commission, discount, gratuity, or any other benefit whether monetary or otherwise for the proper professional discharge of my duties, except authorized established expenses and other benefits.
9. I will arrive at conclusions only after I have discussed matters fully with members of the professional staff and other commission members. Once a decision has been reached by the majority of the commission assembled at a meeting, I will support it graciously.
10. I will recognize that the authority is vested with the whole commission assembled in meetings and that the powers of the commission shall be vested with the commissioner thereof in office at any time.
11. I pledge to support and protect authority personnel in the performance of their duties. Where and when commissioners are involved in the employment of staff, I will vote to hire only competent and trained personnel who have been recommended by the executive director, otherwise I will support the executive director in his or her choice of hiring and handling personnel without involvement by the commission.
12. I pledge to refer all complaints, including my personal criticisms, to the executive director, and only after the failure of administrative solution will pursue such matters outside the commission while also recognizing the individual rights of a commissioner as a citizen appointee and the responsibilities such an appointment implies.
13. I pledge to observe and enforce local and state laws and regulations pertaining to the commission and the authority and the housing represented by those entities.
14. I pledge to respect the limited intent and scope of executive session and respect privileged communications from executive session and other sources for the privacy of the personnel and clients with whom we are involved.
15. I pledge myself to place honesty, integrity, industriousness, compassion and understanding above all else; to pursue my gainful efforts by study and dedication to the end that service to my housing authority and the people I serve shall always be maintained at the highest possible level.
16. I pledge to make diligent use of the time of the commission as a whole and to faithfully attend all meetings barring unforeseen conflicts in which case I shall promptly notify the chairperson or designee while respecting the rights and commitments of other commissioners and the housing authority that the commission represents.

17. I pledge myself to comply with the rules and regulations and principals of this Code of Professional Ethics.

Commissioner Signature

Date

Notary

Subscribed and sworn to me before _____ day of _____ 20
this

My commission expires _____ 20

Notary Signature

Seal

SEACH

— SOUTHEAST AL COALITION FOR THE HOMELESS —

RESOLUTION 2025-03

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 26, 2024; the Alabama Department of Economic and Community Affairs (ADECA) entered into a subrecipient agreement with the Southeast Alabama Coalition for the Homeless (SEACH), and

WHEREAS, this agreement was effective on the 1st day of November 2024 and will be effective until June 26, 2026,

WHEREAS, ADECA, desires to engage SEACH to carry out certain activities or services in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Emergency Solutions Grants (ESG) Program, and

WHEREAS, ADECA has awarded the sum of \$375,000.00 under the ESG Program for the State of Alabama Federal Award E-24-DC-01-0001; the States's ESG funds for ESG Project Number HESG-24-002, and

WHEREAS, SEACH shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, 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 Alabama Department of Economic and Community Affairs (ADECA), and

RESOLUTION 2025-03 CONT'D: TO APPROVE A SUBRECIPIENT AGREEMENT IN THE AMOUNT OF \$375,000.00 WITH THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS (ADECA) FOR ACTIVITIES OR SERVICES THROUGH THE FEDERAL ASSISTANCE AUTHORIZED UNDER THE STATE'S EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM.

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 Alabama Department of Economic and Community Affairs (ADECA) for the purpose of carrying out certain activities or services.

SECTION 2. That the sum of \$375,000.00 under the ESG Program for the State of Alabama Federal Award E-24-DC-01-0001; the States's ESG funds for ESG Project Number HESG-24-002.

SECTION 3. That the effective date of said agreement is effective from November 1, 2024 through June 26, 2026.

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 2025-03 CONT'D: TO APPROVE A SUBRECIPIENT AGREEMENT IN THE AMOUNT OF \$375,000.00 WITH THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS (ADECA) FOR ACTIVITIES OR SERVICES THROUGH THE FEDERAL ASSISTANCE AUTHORIZED UNDER THE STATE'S EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM.

PASSED, APPROVED AND ADOPTED on the 19TH day of February, 2025.

David Jamison, Chairperson

Jeff Williams, Vice Chairperson

Michael Jackson, Commissioner

Lily Mendoza, Commissioner

Lisa Alexander, Commissioner

Jasmine Bowick, Commissioner

Linda Ward, Commissioner

BOARD OF COMMISSIONERS

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

AGREEMENT NO. HESG-24-002

SUBAWARD AGREEMENT

THIS AGREEMENT is effective as of this 1st day of November 2024, by and between the Southeast Alabama Coalition for the Homeless, Inc. ("Subrecipient") and the Alabama Department of Economic and Community Affairs ("ADECA").

Subrecipient Name: Southeast Alabama Coalition for the Homeless, Inc.

Subrecipient Unique Entity Identifier Number: QY1PP5W5Q3R1

Federal Award Identification Number ("FAIN"): E-24-DC-01-0001

Federal Award Date: September 26, 2024

Subaward Period of Performance Start and End Date: November 1, 2024 through June 26, 2026

Subaward Budget Start and End Date: November 1, 2024 through June 26, 2026

Amount of Federal Funds Obligated by this Action: \$375,000.00

Total Amount of Federal Funds Obligated to the Subrecipient: \$375,000.00

Total Amount of Federal Award: \$375,000.00

Federal Award Project Description: ESG Program for the State of Alabama

Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)

Pass-through Entity: Alabama Department of Economic and Community Affairs

Contact Information for Awarding Official: Kenneth W. Boswell, Director, (334) 242-5591

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: N/A

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Emergency Solutions Grants (ESG) Program.

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

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's ESG Program administered by ADECA, under ESG Project Number **HESG-24-002** made to the Subrecipient from the federal award (FAIN **E-24-DC-01-0001**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. 11371 et seq., (the "Act") authorized by the Letter of Award. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or HUD, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the HUD ESG Program Regulations published at 24 C.F.R. Part 576, and State Policies; (4) the State's One-Year Annual Action Plan developed for the ESG Program (the State's federal grant application) that is submitted to and approved by HUD, including any assurances, certifications, maps, schedules, and other submissions; and (5) the following General Terms and Conditions:

A. DEFINITIONS

Except to the extent modified or supplemented by this Agreement, any term defined in Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. § 11371 et seq., or the HUD Emergency Solutions Grants Program Regulations at 24 C.F.R. Part 576, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.
2. "Applicant" means the entity designated as such in the ESG grant application submitted to ADECA, and herein as the Subrecipient of the ESG grant funds.

3. "Application" means the Subrecipient's grant application for ESG Federal Assistance that has been submitted to and approved by ADECA.
4. "Budget" means the Subrecipient's budget contained in the Subrecipient's Application.
5. "Certifications" means the certifications submitted with the grant application and the certifications listed in the Letter of Award pursuant to the requirements of 24 C.F.R. Part 576.
6. "Federal Assistance" means the ESG Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.
7. "Federal Award" means the federal grant awarded from the federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is **FAIN E-24-DC-01-0001**.
8. "Letter of Award" means the letter to the Subrecipient from ADECA confirming approval of the Subrecipient's Application and setting forth requirements which shall be satisfied by the Subrecipient prior to execution of this Agreement.
9. "Program Schedule" means the schedule of project activities submitted with the Subrecipient's application for ESG funds which sets forth the proposed start dates and completion dates for the work activities and administrative services to be performed.
10. "Principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
11. "Program" means the Emergency Solutions Grants (ESG) Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.
12. "State" means the State of Alabama.
13. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance under the Emergency Solutions Grants (ESG) Program.
14. "Second-tier subrecipient" means each entity with which the Subrecipient contracts for work to be performed or services to be provided as set out in the scope of services.

15. "Waiver" means one or more deviations from the ESG Program's rules, regulations, and requirements that the State has requested and that HUD has authorized and approved the State to utilize during the State's administration of the ESG Program. The State may subsequently allow the Subrecipient to utilize one or more of the approved Waivers to carry out the activities hereinafter set forth in connection with the State's ESG Program administered by ADECA.

B. SCOPE OF SERVICES

Requirements at 24 C.F.R. Part 576 will apply to the use of these funds, unless otherwise provided by the alternative requirements and flexibilities established under the waivers or amendments issued by HUD.

The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this ESG project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

The Subrecipient agrees to accept responsibility for ensuring compliance by second-tier subrecipient entities to which it makes funding assistance hereunder available.

C. CHANGES

ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

Notwithstanding the terms stated in Section C.1. of this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the ESG project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be on a standard ADECA "ESG Budget/Final Financial Report" form and approved by ADECA. In no case shall the revision change the

total amount of compensation identified under the terms stated in Section F. herein this Agreement without a formal amendment to this Agreement.

D. PERSONNEL

It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

E. TIME AND SCHEDULE OF PERFORMANCE

The time of performance of this Agreement is that the Subrecipient shall commence performance of this Agreement on **November 1, 2024**, and shall obligate its Grant amount by **March 1, 2025**. The full subaward amount shall be expended by **June 26, 2026**. The funds may be used for costs incurred before the Period of Performance; provided that the costs are otherwise allowable.

ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Award. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Program Schedule and/or this Agreement.

The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement substantially in compliance with the Program Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

F. METHOD OF PAYMENT

ADECA and the Subrecipient have agreed upon a total payment of ESG funds not to exceed **\$375,000.00**.

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control

and accountability in accordance with 2 C.F.R. § 200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has specific conditions per 2 C.F.R. § 200.305, or the Subrecipient requests, in writing, payment by reimbursement.

The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) "ESG Budget/Final Financial Report." Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

This Agreement, authorized by the State of Alabama on **November 1, 2024**, under the terms of the Federal Award (FAIN **E-24-DC-01-0001**) identified herein above and the State's ESG funds for ESG Project Number **HESG-24-002** is hereby accepted by the Subrecipient.

The Subrecipient agrees to comply with, and to accept responsibility for compliance by any private non-profit entity carrying out ESG grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or HUD, now or hereafter in effect, pertaining to the Federal Assistance provided.

In addition to the above clauses, the Subrecipient and its Contractors, and Subcontractors shall agree with, and shall adhere to, the terms stated in Section K herein this Agreement.

G. CLOSEOUT PROCEDURES

On or after the completion date stated in the Schedule for the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement, the Subrecipient shall follow the ADECA Community and Economic Development Division's established ESG Program closeout procedures when closing the ESG project under this Agreement. The Subrecipient may access ADECA's ESG Program closeout documents from the ADECA Community and Economic Development Division's ESG Program staff and on the ADECA website at adeca.alabama.gov.

H. RECORD RETENTION

Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, and Subcontractors) records pertinent to a Federal award (to include the ESG project under this Agreement) must be retained for a period of at least five years from the date of ADECA's submission of the final expenditure report on this Federal Award to HUD, or past notification by ADECA that the ESG project

under this Agreement has been closed out or all audit findings related thereto have been resolved, whichever is longer. For Federal awards that are renewed quarterly or annually, records must be retained for a period of at least five years from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to HUD (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

Where ESG funds are used to renovate an emergency shelter or to convert a building into an emergency shelter, records must be retained until ten (10) years after the date the ESG funds are first obligated for the renovation or conversion. See 24 C.F.R. § 576.500.

I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

The Subrecipient has complied with all applicable requirements of 24 C.F.R. Part 58, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review ESG project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

J. SUBROGATION

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its contactors shall agree with, and adhere to, the following:

ADECA maintains its right of subrogation against the Subrecipient and its Contractors, and Subcontractors for any financial loss and/or duplication of benefits incurred as a result of implementing this Agreement. In the event of an action or inaction on the part of the Subrecipient and/or its Contractors and Subcontractors that results in a financial loss to ADECA of some or all of the ESG grant funds awarded to the Subrecipient under this Agreement, or in the event of an action or inaction on the part of the Subrecipient and/or its Contractors and Subcontractors that results in a duplication of benefits for or on behalf of any or all beneficiaries receiving services pursuant to this Agreement, the Subrecipient agrees to provide, and shall provide, to ADECA reimbursement of grant funds in the amount of the financial loss suffered or in the amount of the duplication of benefits incurred. If the Subrecipient fails to fully reimburse said amount of grant funds to ADECA within such time period as determined by ADECA, then ADECA may take legal action or impose other remedies against the Subrecipient in efforts to recover the amount of the financial loss or duplication of benefits incurred.

K. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

L. REQUIRED TERMS UNDER 2 C.F.R. § 200.327

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

1. TERMINATION

A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

- a. **Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by ADECA and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.
- b. **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by ADECA to the Subrecipient, ADECA shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, either for convenience or for cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State

and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Subrecipient, and ADECA may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Subrecipient is determined.

2. HEARING ON APPEAL

The Subrecipient shall have the right to appeal any determination to terminate made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from ADECA for extension of such, then the Subrecipient shall have no further right of appeal.

A hearing shall be conducted at ADECA's offices in Montgomery, Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter provided by ADECA to the Subrecipient.

3. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Agreement, hereby agree as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to ADECA of Justice for appropriate legal proceedings.

4. DAVIS BACON ACT and COPELAND "ANTI-KICKBACK" ACT

In the event this Agreement or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the Contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-48, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, which includes provisions providing for the payment of

mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event this Agreement or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701–08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT

In the event this Agreement or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. § 1251–1387. ADECA shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

8. DEBARMENT AND SUSPENSION

The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System for Award Management website at <https://www.sam.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by ADECA to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

9. BYRD ANTI-LOBBYING AMENDMENT

In the event this Agreement or grant award is for an amount exceeding \$100,000, Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The Subrecipient will require that the language of the paragraph above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

10. PROCUREMENT OF RECOVERED MATERIALS

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

- (a) Subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain covered telecommunications equipment or services;
 - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in Section 889 of Pub. L. No. 115-232, "covered telecommunications equipment or services" means any of the following:
- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. OTHER CLAUSES

In addition to the above Sections, the Subrecipient agrees that it and any of its contractors shall agree with, and adhere to, the following:

1. WHISTLEBLOWER PROTECTIONS

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

2. TOBACCO SMOKE

Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.

3. DRUG-FREE WORKPLACE REQUIREMENTS

In accordance with provisions of Title V, Subtitle D of Pub. L. No. 100-690 or No. 111-350 (41 U.S.C. § 8101 et seq.), the Drug-Free Workplace Act of 1988, all subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

4. TRANSPARENCY ACT

Awards under Federal programs are included under the provisions of Pub. L. No. 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of \$30,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

5. POLITICAL ACTIVITY

The Subrecipient shall comply with the Hatch Act, codified in 5 U.S.C. § 1501 *et seq.*, regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

6. HUMAN TRAFFICKING PROVISIONS

This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

7. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

As stated in Section 507 of Pub. L. No. 103-333, it is the sense of Congress that, to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.

8. MANDATORY DISCLOSURES

Pursuant to 2 C.F.R. § 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and ADECA. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.

9. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract.

In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

10. CONFLICTING PROVISION

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

11. IMMUNITY AND DISPUTE RESOLUTION

The parties to this Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

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, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all 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.

12. DISCLAIMER

ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by this Agreement, a contract, a grant, a loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any Division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor or agency, or any other person.

13. ACCESS TO RECORDS

The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period but shall last as long as the applicable records are retained.

14. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto; provided, however, that claims for money due, or to become due to the Subrecipient from ADECA under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

15. CONTINGENCY CLAUSE

It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the ESG Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

16. CONFLICT OF INTEREST

A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual or a board member of the firm or organization, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of

standards governing the performance of persons engaged in the award and administration of contracts and subawards.

17. INDIRECT COST

In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, subrecipients of Federal awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on federal funding. ADECA will accept a federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate, but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

18. AUDIT REQUIREMENTS

All Subrecipients of federal funds must follow the Audit requirements in the Office of Management and Budget Uniform Administrative Requirements, 2 C.F.R. Part 200, Subpart F. Subrecipients that expend \$1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

Alabama Department of Economic and Community Affairs
ATTENTION: Chief Auditor
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, AL 36130-2251

19. AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS / OUTSTANDING DEBTS

The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

20. SUSPENSION OF PAYMENTS

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any Division of ADECA, or in the event there is an amount owing to any Division of ADECA, or an amount owing to the Federal government under any program administered by any Division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any Division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any Division of ADECA that has not arranged a repayment schedule.

21. DISCLOSURE STATEMENT

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.00.

22. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 et seq.; Ala. Code § 41-4-110 et seq.), the Alabama Public Works Law (Ala. Code § 39-1-1 et seq.), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 et seq.), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 et seq.).

For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Ala. Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

It is the purpose of ADECA to provide to the Subrecipient this Federal Assistance allocated under the ESG Program in order that the Subrecipient can provide certain work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement.

It shall be the responsibility of the Subrecipient to carry out the performance of the said work activities and administrative services and the terms of this Agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

It shall be the responsibility of the Subrecipient to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this Agreement are executed and performed in accordance with all applicable Federal, State, and local laws.

ADECA shall not be liable for the failure on the part of the Subrecipient and/or any Contractor or Subcontractor to perform the said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

This Agreement is subject to HUD's ESG Program regulations (24 C.F.R. Part 576), which may be amended from time to time.

Incorporated herein as part of this Agreement are Attachment A and the Certifications signed by ADECA as part of the State's One-Year Annual Action Plan developed for the ESG Program (the State's federal grant application) that is submitted to and approved by HUD for the State's ESG Funds awarded to the State, which Certifications include but may not be limited to the following:

- (1) Shelter and housing standards (24 C.F.R. § 576.403).
- (2) Conflicts of interest (24 C.F.R. § 576.404).
- (3) Faith-based activities (24 C.F.R. § 5.109 and 24 C.F.R. § 576.406).
- (4) Affirmative outreach (24 C.F.R. § 576.407(b)).
- (5) Environmental review responsibilities (Pub. L. No. 112-141 and 24 C.F.R. Part 58).
- (6) Displacement, Relocation, and Acquisition (24 C.F.R. § 576.408).
- (7) Nondiscrimination and Equal Opportunity (24 C.F.R. § 5.105).
- (8) Disclosure Requirements (24 C.F.R. § 5.105).
- (9) Prohibition against involuntary family separation (24 C.F.R. § 576.102).

It shall be the responsibility of the Subrecipient to follow the property management requirements established in 2 C.F.R. Part 200.

23. CENTRALIZED OR COORDINATED ASSESSMENT SYSTEM

The Subrecipient shall ensure that all projects funded under this Agreement will use the centralized or coordinated assessment system developed by the local continuum of care in accordance with HUD-established requirements. A victim service provider may choose not to use the centralized or coordinated assessment system developed by the local continuum of care.

24. RECORDKEEPING AND REPORTING

The Subrecipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the Subrecipient and its second-tier or lower level subrecipients to ensure that ESG funds are used in accordance with the requirements. In addition,

sufficient records must be established and maintained to enable ADECA and HUD to determine whether ESG Program requirements are being met as provided in 24 C.F.R. § 576.500.

The Subrecipient shall submit performance reports and other program information as required by ADECA in a timely manner as specified by ADECA and federal program laws and regulations. The contents of the reports shall follow the requirements prescribed by HUD and ADECA. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the provision of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds.

The Subrecipient shall ensure that agencies which will provide direct services to program participants under this Agreement shall report client-level data in the Homeless Management Information System ("HMIS") utilized by the local continuum of care.

Victim services or legal services provider agencies may report client-level, longitudinal data in a comparable database which generates unduplicated, aggregate reports based on the data.

HMIS or comparable database activities must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

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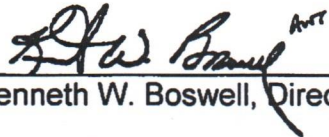
IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA

SUBRECIPIENT

Alabama Department of Economic
and Community Affairs

Southeast Alabama Coalition for the
Homeless, Inc.
HESG-24-002



Kenneth W. Boswell, Director

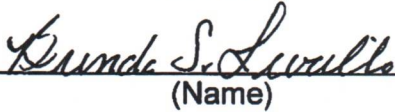


Authorized Official

1/31/2025
(Date)

02/04/2025
(Date)

ATTEST:

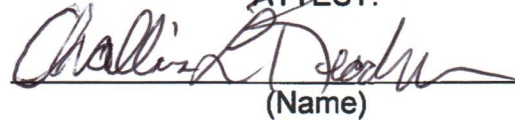


(Name)

Executive ASSISTANT
(Title)

1/31/2025
(Date)

ATTEST:

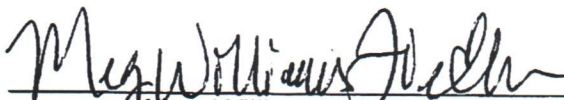


(Name)

SPECIAL ASSISTANT TO CEO
(Title)

02-04-2025
(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.



Meg Williams Fiedler
General Counsel for ADECA