

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

(AMENDMENT NO. 1 to
AGREEMENT NO.
DTR-PS-12-002

AMENDMENT

THIS AMENDMENT to Agreement No. DTR-PS-12-002 is effective as of the 4th day of April, 2013, between the Community Service Programs of West Alabama, Inc., herein and in the original Agreement referred to as the "Grantee" and the Alabama Department of Economic and Community Affairs (herein called ADECA).

The parties hereto do mutually agree to amend Agreement No. DTR-PS-12-002 commencing on August 8, 2012 to expand the scope of services whereby the Grantee shall serve as the Housing Program Administrator to manage, supervise and administer the rehabilitation, rebuild and replacement of housing units to be undertaken under the 2011 tornado disaster recovery program for households that were initially qualified by the Grantee as an intake agency, approved by the Grantee's Housing Committee and reviewed and approved by ADECA. The expanded scope will be in addition to and separate from the Grantee's original services as an intake agency and will carry separate compensation.

Under the expanded scope, ADECA from time to time, will provide Grantee housing assistance cases for execution. Grantee will undertake all necessary activities related to each specific case, such as work write-ups, bid awards, inspections, payments and coordination in accordance with the Grantee's housing policies and procedures incorporated in Attachment 2, ADECA's Single-Family Housing Assistance Policies and Procedures, and in compliance with state and federal laws. ADECA, from time to time, may promulgate additional policies and procedures to ensure housing activities are carried out effectively and efficiently in a timely manner.

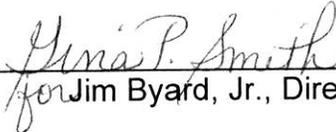
ADECA agrees to pay to the Grantee a sum not to exceed the total of \$1,000,000.00 for rehabilitation, rebuild and replacement of housing units for qualified homeowners on a cost incurred basis as well as a lump sum fee for administrative and management services associated with each case. The lump sum fee will be calculated at the rate of ten percent of the estimated budgeted CDBG assistance for each case, not to exceed \$2,500.00.

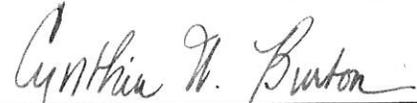
The termination date of August 7, 2013 in the original Agreement is hereby rescinded. All other provisions of the original Agreement shall remain in full force and effect.

ADECA

Community Service Programs
of West Alabama, Inc.

Alabama Department of Economic and
Community Affairs


for Jim Byard, Jr., Director

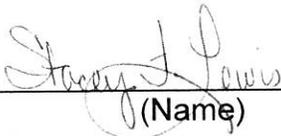

Executive Director

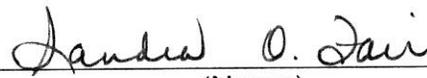
4/16/13
(Date)

4/30/13
(Date)

ATTEST:

ATTEST:


(Name)


(Name)

D/O
(Title)

CFO
(Title)

4-16-13
(Date)

4-30-13
(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.


Edward E. Davis
ADECA Legal Section



www.cspwal.com

COMMUNITY SERVICE PROGRAMS OF
WEST ALABAMA, INC.
(CSP)

PROGRAM POLICY MANUAL

**COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**



CHARTERED MEMBER



This Program Policy Manual for the Community Development Grant Block Grant (CDBG) Program provides the framework in which Community Service Programs of

West Alabama, Inc. (CSP) will operate the CDBG Housing Assistance Program. CSP will function as the Housing Program Administrator (HPA) for this program, pursuant to an executed contract with the Alabama Department of Economic and Community Affairs (ADECA).

The policies set forth will help ensure that the program is operating, within established guidelines, in a fair and consistent manner. It is critical that the CSP CDBG funded project is successfully managed. Throughout the application and funding process, CSP will ensure that qualified people properly manage and administer the funds and activities in compliance with grant and program requirements.

CDBG HOUSING ASSISTANCE

1. The Housing Program Administrator (HPA) is responsible for management, supervision, and administration of the rehabilitation/rebuild/replacement projects supported by the CDBG Housing Assistance Program, administered by the Alabama Department of Economic and Community Affairs (ADECA).
2. CDBG Housing Assistance funds used for rehabilitation/rebuild/replacement projects will be used for purposes described in the CDBG POLICIES AND PROCEDURES DISASTER RECOVERY: TORNADOES OF APRIL 2011 SINGLE-FAMILY HOUSING ASSISTANCE.
3. Rehab/Rebuild/Replacement work should not be started until the Housing Program Administrator has:
 - A completed application on file from the head of the household or other authorized representative.
 - An authorization to proceed from ADECA.
 - Informed client of the grievance policy.
 - Conducted an inspection of the dwelling to assess the rehab/rebuild/replacement needs of the dwelling and determine the most cost-effective measures for the dwelling type.
 - Obtained written permission from the homeowner to work on the dwelling. (Homeowner Consent Form)
 - Coordinated with all parties, if the unit involves sources in addition to CDBG dollars, to establish specific responsibilities before rehabilitation or construction activities begin.

- Informed the ADECA Project Manager of the project costs and assured by ADECA that CDBG funds are approved and reserved for the project.

REHABILITATION/REBUILD/REPLACEMENT

1. Rehabilitation/Rebuild Projects

The HPA will prepare a work write-up and cost estimate for all rehabilitation/rebuild projects according to the objectives of the CDBG POLICIES AND PROCEDURES DISASTER RECOVERY: TORNADOES OF APRIL 2011 SINGLE-FAMILY HOUSING ASSISTANCE.

Work write-up and cost estimates will ensure that, at a minimum, all CDBG work meets the 2009 International Building Code as adopted by the State of Alabama. Work will be limited to disaster-related damage and health and safety issues. The HPA will ensure, to the best possible extent, that the estimates address the safety, security and sanitary conditions of each project. Work write-up and cost estimates will take into consideration the needs of handicapped occupants, flood plain related elevation, sewer/septic system, as well as demolition and clearance. Changes to the work write-up will only be made by necessity to address structural or construction issues that are unknown at the time of the write-up. Changes to the work write-up will be initiated by the vendor/contractor, submitted to and approved by the HPA, and submitted to and approved by ADECA before additional work can be performed.

The HPA will endeavor to solicit quotes from at least three vendors for labor and/or material on all rehabilitation/rebuild projects. However, CSP provides coverage in areas of the Black Belt that have limited numbers of contractors and subcontractors. Therefore, the HPA will secure bids, as resources permit, for the area(s) in which projects are to be conducted. Pre-approved quotes can be used for incidental purchases, without recourse, and specifically if additional quotes were not received in a timely manner. Vendors may be asked to provide quotes for all work within a specific territory. The HPA will make the final decision on vendor selection.

The HPA will select a contractor and /or coordinate with long-term recovery groups for rehabilitation/rebuild work, to produce high-quality durable, energy-efficient and mold-resistant housing. The HPA will also provide necessary oversight and conduct periodic documented inspections to ensure work conforms to work write-up and the 2009 International Building Code, as adopted by the State of Alabama. The HPA will ensure compliance with HUD lead rules for housing units built prior to 1978. Where Federal funds total \$25,000 or more for hard costs of single-family housing rehabilitation, lead abatement will be conducted as necessary.

2. Replacement (manufactured home unit)

The HPA will prepare a work write-up and cost estimate for all replacement projects.

Work write-up and cost estimates will ensure that, at a minimum, all CDBG work meets the 2009 International Building Code as adopted by the State of Alabama. Work write-up and cost estimates will take into consideration the needs of handicapped occupants, flood plain related elevation, sewer/septic system, as well as demolition and clearance. Changes to the work write-up will only be made by necessity to address structural or construction issues that are unknown at the time of the write-up. Changes to the work write-up will be initiated by the vendor/contractor, submitted to and approved by the HPA, and submitted to and approved by ADECA before additional work can be performed.

Replacement estimates will include removal of the damaged unit, pad and site prep, and full lock and key installation (including but not limited to high-wind anchors and tie-downs, water, sewer, power, propane or natural gas, under-pinning, porches, landings, and ramps).

The HPA will endeavor to solicit quotes from at least three vendors for all replacement projects. However, CSP provides coverage in areas of the Black Belt that have limited numbers of qualified contractors and/or subcontractors. Therefore, the HPA will secure bids, as resources permit, for the areas in which projects are to be conducted. Pre-approved quotes can be used for incidental purchases. Vendors may be asked to provide quotes for all work within a specific territory.

The HPA will select the vendor for the replacement project, provide necessary oversight and conduct periodic documented inspections to ensure work conforms to work write-up and the 2009 International Building Code, as adopted by the State of Alabama. This process should result in the production of high quality, durable, energy-efficient, and mold-resistant housing. The HPA may select an entity separate from the mobile home vendor to perform the full lock and key installation.

HOMEOWNER CONSENT

Written permission of the homeowner(s) must be obtained before beginning any work on a dwelling. The homeowner(s) must also be notified that they have three days to revoke their consent to proceed with the project. Use the Homeowner Consent and Right of Rescission Form for this purpose.

The Homeowner Consent Form is designed to provide a written agreement between the HPA and the homeowner(s). This agreement must be signed by all involved parties prior to the start of the project. The form is to be maintained in the client file for future reference.

TEMPORARY HOUSING AND STORAGE

The HPA may need to provide the homeowner(s) a temporary place to live or temporary storage for home contents while the Rehabilitation/Rebuild/Replacement project is underway. In these cases, and if the homeowner is unable to obtain temporary living arrangements and/or storage for contents, the HPA may provide assistance. However, any expenses associated with temporary housing and/or storage, plus the amount for CDBG housing assistance, shall not exceed the CDBG Housing Assistance cap of \$25,000 or amount approved by ADECA. The HPA understands that there is a significant challenge within the rural communities as it relates to temporary housing. Therefore there may be instances where the HPA will need to request an additional amount beyond \$25,000 (after having exhausted all available resources).

SPECIAL REQUIREMENTS

1. Handicap

All housing replacement or rehabilitation will expressly address needs of handicapped persons who dwell in the structures.

2. Elevation

Any housing unit may be required to be elevated or otherwise brought into compliance with elevation requirements of the National Flood Insurance Program and FEMA as part of the overall rehabilitation. Upon final approval of the application and the determination that a house must be elevated, the HPA will contact an Architect or Engineer to conduct all necessary soil investigations, survey work and design/other tasks that may be necessary.

3. On-Site Sewage Treatment and Disposal

On-site sewage treatment system must be approved by the County Public Health Department.

4. Demolition and Clearance

Demolition and clearance will be determined based on site-specific conditions.

SUPERVISION AND INSPECTION OF WORK

The HPA is responsible for supervising all rehabilitation/rebuild/replacement and repairing work as well as coordination with other long-term recovery groups associated with the CDBG Housing Assistance project. The HPA will provide periodic documented inspections throughout the course of the project. After all CDBG Housing Assistance work has been completed, a final inspection must be done by a disinterested third party, such as local building and code enforcement officials. If there are no such officials serving the area where CDBG Housing Assistance activities will be undertaken, or if the

HPA would also normally make such inspections, the HPA will use a qualified inspector.

CONTRACTOR REQUIREMENTS

1. Minimum Qualifications

All private construction contractors must be (A) licensed by the State of Alabama; (B) a member of the Home Builders Licensure Board; (C) must be familiar with and able to implement the current 2009 International Building Code as adopted by the State of Alabama.

For private construction contractors working with CDBG Housing Assistance rehabilitation homes built prior to 1978, the contractor must have completed the Lead Safe Work Practices for Renovators and Premeditators (offered by the University of Alabama) or equivalent coursework related to construction practices involving lead. Further, if the projected "hard costs" of rehabilitation will be \$25,000 or greater, then the contractor must also be a certified lead abatement contractor, as required by the State of Alabama (in accordance with the Alabama Lead Reduction Act of 1997 and regulations of the State Board of Health Bureau of Environmental Services Chapter 420-3-27) and must be familiar with and able to implement and comply with 24 CFR Part 35 et al.

In order for a contractor to be able to abate asbestos-containing materials in eligible dwellings, certain requirements are mandatory for participation. These contractors must be certified by the Alabama Department of Environmental Management and must be familiar with and able to remove asbestos in accordance with the National Emissions Standards for Hazardous Air Pollutants (NESHAP). Further, EPA guidelines for asbestos handling, removal, storage and transport under 40 CFR Part 61, Subpart M and 40 CFR Part 763 will apply for rehabilitation and/or demolition actions.

All private replacement manufactured home contractors must be licensed by the State of Alabama. These contractors must also be familiar with and able to implement the current International Building Code as adopted by the State of Alabama.

2. Insurance

All private contractors must be required to furnish evidence of Comprehensive Public Liability Insurance of not less than \$500,000 in the event of bodily injury, including death and \$100,000 in the event of property damage arising out of work performed by the contractor. In addition, all private contractors will be required to submit evidence of "Workman's Compensation" coverage (if necessary), and will be required to maintain "Builder's Risk Insurance" on all properties under construction. In the event of asbestos or lead abatement, the contractor must have liability insurance in an amount equal to \$1,000,000 in the event of bodily injury (including

death) and \$250,000 in the event of property damage arising out of work performed. Insurance limits may be adjusted (as deemed necessary) by ADECA.

3. Warranty Period

All private contractors are required to provide a one year warranty to the homeowner for all material and services provided to this program, unless otherwise stipulated. Warranties for home appliances and/or fixtures (e.g., stove, refrigerator, HVAC unit, water heater, bathroom fan/light fixtures, etc.) will be covered for workmanship only. Information on warranties for the appliance and/or fixture will be provided to the homeowner for all equipment installed so that the homeowner can contact the manufacturer, if necessary, during the specified warranty period.

INVESTIGATION OF FRAUD, ABUSE, AND MITIGATION

The HPA will make every effort to prevent fraud and program abuse, and will work very closely with representatives of the HUD Office of Inspector General (OIG), the FBI, Department of Justice, and U.S. Attorney's Office, if necessary, to monitor and investigate instances of fraud.

CONFLICT OF INTEREST

The HPA will ensure that a conflict of interest or potential conflict of interest does not exist among agency staff and the homeowner(s). Any individual(s) within the HPA who have direct involvement/relationship(s) with the homeowner(s) must recuse themselves from participating in any action or decision making process. If an appearance of conflict exists, the HPA must secure an opinion from the Alabama Ethics Commission before proceeding.

GRIEVANCE PROCEDURE

Purpose:

The purpose of the grievance procedure is to provide a process for receiving, evaluating and resolving complaints and grievances related to determinations made which affect housing assistance grants. The grievance procedure is intended to ensure that all applicants are treated fairly, to allow the hearing and resolution of complaints in a fair and timely manner, and to determine the appropriate action(s) needed to assist the requester(s) and resolve the concern.

What is a grievance?

A grievance is defined as a complaint filed by an applicant (referred to as a "requester" herein) for housing assistance alleging that he/she has been treated

unfairly related to grant assistance issues including eligibility, amount of assistance and scope of work.

Steps in Grievance Process:

Any requester having a grievance must first file a complaint in writing with the Housing Program Administrator (HPA) on the Homeowner's Request for Grievance Review form. The HPA will review the complaint and prepare an appropriate response or remedy. The HPA's decision will be communicated to the requester in writing with a copy to ADECA.

A requester who is not satisfied with the response from the HPA has an option to submit a written complaint to ADECA providing the specific reason for dissatisfaction with the response. After reviewing the complaint, ADECA will respond in writing to the requester. If no satisfaction is obtained by the requester from ADECA, the requester has the option to take their grievance to HUD.

Both the HPA and ADECA will respond to all grievances as soon as possible, but not later than 15 days from the receipt of the grievance/appeal unless a valid reason exists to delay the response.

**Community Service Programs of West Alabama, Inc.
CDBG Housing Assistance Program**

Homeowner Consent and Right of Rescission Form

I/We, _____ certify that I/we am/are the
owner(s) for the home located at: _____
_____ Alabama _____

I/We do hereby authorize Community Service Programs of West Alabama, Inc. and its collaborators to commence work on the above mentioned home. I/We understand that the measures listed on the attached Work Write-Up will be conducted on my/our home, and there shall be no charge to me/us for either labor or materials unless otherwise agreed upon. Whatever is entailed in performing the measures has been explained to me/us to my/our satisfaction and I/we release and pledge to hold harmless Community Service Programs of West Alabama, Inc., the Alabama Department of Economic and Community Affairs, other collaborators, staff and volunteers, from any liability whatsoever in the performance of these measures or events arising from work performed under the CSP CDBG Housing Assistance Program.

I/We also understand that I/we have three days to revoke my/our consent to this project.

Homeowner(s) Signature(s): _____ Date: _____

CSP Coordinator
Signature: _____ Date: _____

(Attach ADECA Approved Work Write Up)

**Community Service Programs of West Alabama, Inc.
CDBG Housing Assistance Program**

CONTRACTOR AUTHORIZATION TO PROCEED

1. The contractor listed below is hereby authorized to proceed, and hereby agrees to proceed, with the CDBG Housing Assistance Project listed above, as described in the Work Write Up Sheet for this job.
2. Contractor agrees to commence work within three weeks from the date of the execution of this document and to complete work within four weeks from execution of this document or dates agreed upon between the Contractor and the Housing Program Administrator.

STATE OF ALABAMA

CDBG HOUSING ASSISTANCE

_____ COUNTY

DATE: _____

APPLICATION NO: _____

CLIENT NAME: _____

ADDRESS: _____

CONTRACTOR: _____

3. For the consideration named herein, Contractor agrees to furnish all labor, equipment and materials to do all the work listed in his Work Write Up Sheet dated _____.

For the amount herein stated:

Materials \$ _____

Labor \$ _____

Total \$ _____

Executed the _____ day of _____, 20 _____.

HOUSING PROGRAM ADMINISTRATOR

CONTRACTOR

Community Service Programs of West Alabama, Inc.
CDBG Housing Assistance

REQUEST FOR GRIEVANCE REVIEW FORM

I/We, _____, am/are formally filing a Request for Grievance Review with CSP, as the Housing Program Administrator for assistance and services under the CDBG Housing Assistance Program, on this date, _____, for the following reason(s):

Signature of Program Applicant Date _____

This Section for CSP-CDBG USE ONLY

Grievance received:

Signature of Housing Program Administrator or
duly designated representative Date _____

Hearing with HPA held on _____ Date _____

Hearing Decision: Homeowner(s) request(s) approved/resolved _____ Denied _____

Based on: _____

Housing Program Administrator/ CSP Executive Director Date _____

Client requests Appeal to ADECA on _____ Date _____

ADECA receives appeal on _____ Date _____

Appeal hearing held _____ Date _____

Appeal Decision: Homeowner(s) appeal: favorable ruling/resolution _____ Date _____

Homeowner(s) appeal: unfavorable ruling _____ Date _____

Based on:

Signature of ADECA CDBG Program Manager/
or duly appointed representative Date _____



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**COMMUNITY SERVICE PROGRAMS OF
WEST ALABAMA, INC.
(CSP)**

PROGRAM POLICY MANUAL

**COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**





COMMUNITY SERVICE PROGRAMS OF WEST ALABAMA, INC.

ADMINISTRATIVE OFFICE

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Cynthia W. Burton
Executive Director

www.cspwal.com

COMMUNITY SERVICE PROGRAMS OF WEST ALABAMA, INC.

Board of Directors

CDBG POLICY MANUAL

Adopted- March 28, 2013

Last Amended – March 22, 2013

Bobby Miller 3/28/13
Bobby Miller, Board President Date

Cynthia W. Burton 3/28/13
Cynthia W. Burton, Executive Director Date