

STATE OF ALABAMA
MONTGOMERY

AGREEMENT NO: DTR-PS-12-003

AGREEMENT

This Agreement is entered into by and between the Alabama Department of Economic and Community Affairs, hereinafter referred to as the "Department" and the Alabama Rural Coalition for the Homeless (ARCH), hereinafter referred to as the "Grantee." The parties hereto agree as follows:

1. **PURPOSE AND SCOPE**

The Department has received a grant from the U.S. Department of Housing Urban Development for disaster recovery from the 2011 tornadoes. The Grantee will assist the Department with the single-family housing recovery for households affected by the storms. Grantee's specific role is identified in Policies and Procedures, Disaster Recovery: Tornadoes of April 2011, and will include outreach, application intake, screening, verification, scoring and packaging of homeowner case files for approval by the housing committee. The Grantee will submit the completed files for qualified cases to the Department. The Grantee shall ensure that the Grantee's outreach will result in potential qualified households having an opportunity to file applications for housing assistance. A minimum of two hundred files are expected to be completed and submitted to the Department.

2. **TERM OF THE AGREEMENT**

This Agreement shall commence on August 8, 2012 and shall expire upon completion of activities and mutual agreement of parties, but no later than August 7, 2013.

3. **FUNDING**

The total amount that the Department agrees to pay the Grantee for services and expenses shall not exceed \$50,000.

4. **METHOD OF PAYMENT**

The Grantee shall be paid upon submission of an invoice that sets out services rendered as of the date of the invoice.

5. **AVAILABILITY OF FUNDS**

Any Department commitment of funds herein shall be contingent upon the approval, receipt and availability by the Department of funds under the program for which this Agreement is made (P.L. 112-55).



6. DISCLAIMER

The Department specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from the Department whether by contract, grant, loan, or by any other means.

7. TERMINATION OF AGREEMENT

This Agreement may be terminated upon sixty (60) days written notice by either party.

8. CONFIDENTIALITY

Materials and records furnished by the Grantee will be considered the property of the Department and shall be treated as "confidential" by the Grantee (except such information and materials as may already be public knowledge or established in the public domain).

9. NOT TO CONSTITUTE A DEBT TO THE STATE

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that 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 the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

10. State Laws Including Beason-Hammon

The Recipient shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535 as amended by Act No. 2012-491). By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

11. GRANTEE NOT ENTITLED TO MERIT SYSTEM BENEFITS

Under no circumstances shall the Grantee be entitled to receive the benefits granted to state employees under the Merit System Act.

12. ACKNOWLEDGEMENT

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state and government approvals, and the Grantee shall not begin performing work under this Agreement until notified to do so by the Department. The Grantee is entitled to no compensation for work performed prior to the effective date of this Agreement.

13. HOUSING AND URBAN DEVELOPMENT FUNDS TERMS AND CONDITIONS

The Grantee agrees to follow all applicable requirements of the US Department of Housing and Urban Development Disaster Program found in Attachment 1.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first above written.

ADECA

Alabama Rural Coalition for
The Homeless

Alabama Department of Economic and
Community Affairs

Jim Byard, Jr.

Jim Byard, Jr., Director

August 16, 2012
(Date)

ATTEST:

Stacey J. Lewis
(Name)

(Title)

8.16.12
(Date)

Lucia Watkins Jackson
Executive Director

8-21-12
(Date)

ATTEST:

Katherine Reed
(Name)

(Name)

Finance Manager
(Title)

(Title)

8.21.12
(Date)

APPROVED AS TO FORM BY LEGAL:

Edward E. Davis

Edward E. Davis
General Counsel for ADECA



ATTACHMENT 1

Housing and Urban Development Grant Terms and Conditions

a. Termination of Agreement for Cause/Breach of Contract: If through any cause, the GRANTEE shall fail to fulfill in a timely and proper manner his obligations under this Agreement or if the GRANTEE shall violate any of the covenants, agreements or stipulations of this agreement, the ADECA shall thereupon have the right to terminate this agreement by giving written notice to the GRANTEE of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the GRANTEE under this agreement shall, at the option of the ADECA become its property and the GRANTEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

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

b. Termination for Convenience of the ADECA:
The ADECA may terminate this agreement at any time by giving written notice to the GRANTEE of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the ADECA, become its property.

If the agreement is terminated by the ADECA as provided herein, the GRANTEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The GRANTEE shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred by the GRANTEE during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the GRANTEE, the above clause relative to termination shall apply.

c. Changes: The ADECA may, from time to time, request changes in the agreement's Purpose and Scope to be performed hereunder.. Such changes, or renegotiation, including any increase or decrease in the amount of the GRANTEE'S compensation, which is mutually agreed upon by and between the ADECA and the GRANTEE, shall be incorporated in written amendments to this agreement. The agreement may be extended under mutually agreed provisions, through a written Amendment to this document.

- d. Assignability: The GRANTEE shall not assign any interest on this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the ADECA: provided, however, that claims for money by the GRANTEE from the ADECA under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the ADECA.
- e. Reports and Information: The GRANTEE, at such times, and in such forms as the ADECA may require, shall furnish to the ADECA such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.
- f. Findings Confidential: All of the reports, information, data, etc., given to, or prepared or assembled by the GRANTEE under this agreement are confidential and the GRANTEE agrees that they shall not be made available to any individual or organization without the prior written approval of the ADECA.
- g. Publication, Reproduction and Use of Material: No material produced in whole or in part under this agreement shall be subject to copyright by or on behalf of the GRANTEE in the United States or in any other country. The ADECA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement.
- h. Compliance with Local Laws: The GRANTEE shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the ADECA(s).
- i. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the ADECA may deem necessary, the GRANTEE shall make available to the ADECA for examination all of its records with respect to matters covered by this agreement and will permit the ADECA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this agreement.
- The GRANTEE shall retain all books, documents, papers, and records which are directly pertinent to this agreement for a period of three (3) years following completion of the agreed upon work and expiration of the agreement, unless written permission to destroy them is granted by the ADECA.
- j. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

k. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

l. Interest of Members of The ADECA and Other Local Public Officials: No officer, member or employee of the ADECA and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. The GRANTEE shall take appropriate steps to assure compliance.

m. Interest of the GRANTEE: The GRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The GRANTEE further covenants that in the performance of this agreement, no person having any such interest shall be employed.

n. Officials Not To Benefit: No members of, or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

o. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to Contracts \$2,500 or greater):

1. The GRANTEE will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The GRANTEE agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the GRANTEE'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

4. The GRANTEE will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subGrantee or vendor. The GRANTEE will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.

p. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in activities receiving Federal financial assistance.

q. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Economic and Community Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area and contract for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

2. The parties to this agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

4. The GRANTEE shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subGrantee is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The GRANTEE will not subcontract with any subGrantee where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subGrantee has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Grantees and subGrantees, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

r. Section 3 Plan Format (For Contracts of \$10,000 and greater): GRANTEE agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the ADECA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

2. To attempt to recruit from within the locality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.

5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

6. To formally contact unions, subGrantees and trade associations to secure their cooperation for this program, if formal agreements are in existence.

7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the GRANTEE, we, upon execution of this agreement, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

s. Section 402 Veterans of the Vietnam Era (if \$10,000 or over): Affirmative Action for Disabled Veterans of the Vietnam Era

1. The GRANTEE will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The GRANTEE agrees that all suitable employment openings of the GRANTEE which exist at the time of the execution of this agreement, and those which occur during the performance of this agreement, including those not generated by this agreement and including those occurring at an establishment of the GRANTEE other than the one wherein the agreement is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The GRANTEE further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and ADECA agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non—veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Grantee from any requirements in Executive Orders or regulations regarding non—discrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the GRANTEE has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam Era hired; (3) the number of disabled veterans of the Vietnam Era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on—the-job training under 38 U.S.C. 1787. The GRANTEE shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this agreement identifying data for each hiring location. Copies of the reports will be submitted until the expiration of one year after final payment under the agreement, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the GRANTEE becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the GRANTEE is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of contracts. The GRANTEE may advise the State system when it is no longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the GRANTEE proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer—union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full—time employment, temporary employment of more than three days duration, and part—time employment. It does not include openings which the GRANTEE proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State Employment Service system" means the local office of the Federal—State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the GRANTEE proposes to fill from within his own organization" means employment openings for which no consideration will be given to person outside the GRANTEE'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the GRANTEE proposes to fill from regularly established "recall" lists.

d. "Openings which the GRANTEE proposes to fill pursuant to a customary and traditional employer—union hiring arrangement" means employment openings which the GRANTEE proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the GRANTEE and representatives of his employees.

9. The GRANTEE agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the GRANTEE'S non—compliance with the requirements of this clause, actions for non—compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the GRANTEE'S obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and shall outline the rights of applicants and employees.

12. The GRANTEE will notify each labor union or representative of workers with which it has a bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

13. The GRANTEE will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract compliance Programs may direct to enforce such provision, including action for non-compliance.

