

STATE OF ALABAMA            )  
MONTGOMERY, ALABAMA    )

(AGREEMENT NO. **DTR-PS-13-004**)

### 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 Greater Birmingham Habitat for Humanity, Inc., 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 and Urban Development for disaster recovery from the 2011 tornadoes. The Grantee will assist the Department in the single-family housing recovery in Jefferson County by using disaster recovery funds toward down-payment assistance and/or mortgage write-down for qualifying families. The Grantee's role will include outreach, application intake, screening, verification, and packaging of applicant's case file for approval by the Department. Specifically, the Grantee shall ensure the applicant's household income is within the HUD's low and moderate income limits; applicant is vetted for duplication of benefits; the proposed housing unit is outside the FEMA identified flood zone; and at least ten households will be assisted with the occupancy of a standard home that meets HUD's definition of Green Standards and complies with lead-based paint regulations.

2.     TERM OF AGREEMENT

This Agreement shall commence on February 15, 2015 and shall expire upon completion of activities and mutual agreement of parties, but no later than July 1, 2016.

3.     FUNDING

The total amount that the Department agrees to pay the Grantee for services and expenses shall not exceed **\$250,000.00**

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 the Agreement is made (P.L.113-2).

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 OF 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 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 therefrom.

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 federal 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 U.S. Department of Housing and Urban Development including those found in Attachment 1.

Community Development Block Grant  
State's Program – Disaster Recovery

CFDA # 14.269

IN WITNESS WHEREOF, The Department and the Recipient have executed this Grant Agreement as evidenced by their signatures below:

ADECA

LOCALITY

Alabama Department of Economic  
and Community Affairs

Greater Birmingham Habitat  
for Humanity, Inc.

*Gina P. Smith*  
for Jim Byard, Jr., Director

*Charles Moore*  
Mayor/Chairman

*3/23/15*  
(Date)

*3-27-15*  
(Date)

ATTEST:

ATTEST:

*Stacey Lewis*  
(Name)

*Patricia Bruce*  
(Name)

*D/O*  
(Title)

*Chief Operating Officer*  
(Title)

*3-23-15*  
(Date)

*3-27-15*  
(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.

*Claudia Kennedy Smith AWT*  
Claudia Kennedy Smith  
General Counsel for ADECA

RECEIVED  
APR 02 2015  
4 C D B G WAT