CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 10/10/2013

Action Requested By:
Community
Development

Agenda Item Type

Resolution

Subject Matter:

Agreement between Family Services Center, Inc. and City of Huntsville for Housing Counseling Program.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an agreement between the City of Huntsville and Family Services Center, Inc. for Housing Counseling Program.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

The resolution will award HOME Investment partnership funds to Family Services Center, Inc. for Housing Education Counseling in conjunction with the Downpayment Assistance Program.

Associated Cost: 0

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 10/1/13

revised 4/13/2011

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Community Development** Council Meeting Date: **10/10/2013**

Department Contact: **Scott Erwin** Phone # **256-427-5423**

Contract or Agreement: **Agreement**

Document Name: **Agreement between Family Services Center, Inc. and City of Huntsville for Housing C...**

City Obligation Amount:

Total Project Budget: **20,000.00**

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	**Select...**

Grant-Funded Agreements

Federal HUD	**Grant Name:** Housing Counseling for the Downpayment Assistance Program

Department	Signature	Date
1) Originating		10/1/13
2) Legal	Mary Cates	10/2/13
3) Finance		10/2/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 13-_____

WHEREAS, the City of Huntsville, Alabama, received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Huntsville, Alabama, issued a Request for Proposal to conduct Housing Counseling for the Downpayment Assistance Program administered by the City of Huntsville.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., as the Housing Counseling Agency for the Downpayment Assistance Program, said agreement being substantially similar in words and figures to that document identified as "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FAMILY SERVICES CENTER, INC.". consisting of Seventeen (17) pages, and the date of October 10, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 10th day of October, 2013.

_____
President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 10th day of October, 2013.

_____
Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FAMILY SERVICES CENTER, INC."

THIS AGREEMENT, entered into this the 10th day of October, 2013, by and between the City of Huntsville Alabama, hereinafter referred to as the CITY and **Family Services Center, Inc.** hereinafter referred to as the Agency.

WHEREAS, the City of Huntsville, Alabama received a grant from the United States Department of Housing and Urban Development, herein after referred to as HUD, whereby certain funds were provided to the City under the provisions of the HOME Investments Partnership Act, and known as Grant No. M-12-MC-01-0201.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

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

PART I

I. **PROJECT DESCRIPTION**-The Agency shall be awarded ***$260.00 (not to exceed $20,000.00)*** in HOME funds for each client to whom the Agency provides Housing Education Counseling services resulting in a completion of a real estate contract with an Approved Lender.

These funds will allow the Agency to implement the Downpayment Assistance Program (DAP). DAP provides financial assistance in the form of a forgivable second mortgage loan to eligible first-time home buyers. DAP funds can be used for downpayment and closing cost assistance for the purchase of a principal residence for low and moderated-income individuals/families who are first-time homebuyers. DAP's goal is to increase the homeownership rate of low and moderate-income individuals/families in Huntsville, AL.

II. **PROJECT LOCATION**-Housing Education Counseling courses will be held at Family Services Center Inc., 600 St. Clair Ave., Building 3, Huntsville, AL 35801.

III. **SERVICES TO BE PROVIDED**-The Agency shall, in a satisfactory and proper manner as determined by the City of Huntsville Department's of Community Development, hereinafter referred to as "Community Development", perform the following services:

i. Homeownership Counseling. Each eligible mortgagor must complete homeownership education counseling prior to the closing of the mortgage loan. The homeownership counseling must be performed by a HUD-approved housing counseling agency. The Agency will be compensated for successful counseling upon closing of the mortgage loan with DAP assistance. The housing counseling agency will receive $260.00 upon closing.

President or President Pro tem,
City of Huntsville, Alabama
Date: October 10, 2013

ii. All activities will be carried out in consultation with the Agency's Board of Directors and the City of Huntsville Department of Community Development. Consultation between the Executive Director and the Agency will occur as needed.

iii. All work will be done in accordance with Part II Terms and Conditions of this contract. All required forms will be approved and/or provided by the Department of Community Development.

IV. **TIME OF PERFORMANCE**-The services of the Agency shall be undertaken beginning on October 10, 2013 and be completed by September 30, 2014. All documentation shall be completed no later than September 30, 2014. ***During this time of performance, the Agency can only make three (3) adjustments or modifications to the said contract.***

V. **COMPENSATION AND METHOD OF PAYMENT**-Due to local municipality requirements established by the City's Finance Department, once the loan closing date and time has been verified, the Program Fiscal Officer and staff will prepare a loan check, enter the activity into the HUD IDIS system and present it for signatures. Preparation of a loan check takes fourteen (14) days for completion. Prior to any release of funds supported evidence has to prove that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the Department of Community Development. ***The Agency is subject to a loss of a portion of its funds for noncompliance.***

A maximum of ***$20,000.00*** shall be expended under this agreement. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City. It is expressly understood that in no event shall the total compensation to be paid hereunder exceed the maximum sum stated for all costs required hereunder. Assistance from Community Development shall not exceed the total amount stated in this contract and shall be expended as delineated below:

COST CATEGORY

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
511	Legal and Professional Services (educational fees)	$20,000.00
	TOTAL	**$20,000.00**

VI. **PROCEDURES, GENERAL REPORT PROVISIONS AND CONTROLLED INFORMATION**-All the Agency's procedures and reports must be supported by clearly stated documentation which can readily be traced to a real estate contract. If any "program income" is generated by the Agency, it shall be returned to Community Development.

i. Disbursement shall be made by pre-numbered checks and signed by two authorized officials.

ii. The Agency shall submit to Community Development a complete Downpayment Assistance Program (DAP) packet. The packet will include source documents supporting all expenditures charged to the Housing Education Counseling project upon requesting payment.

iii. Report Control-Reports related to this project will be maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by Community Development, the Department of Housing and Urban Development (HUD), the Comptroller General, or any of their duly authorized representatives.

iv. Controlled Personnel-Upon execution of this contract the Agency shall designate those members of the Agency staff who will be totally responsible to Community Development for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

v. Controlled Information Deficiencies and/or Delinquencies-Community Development will inventory and examine the Agency's DAP packet prior to issuing any funds. Be especially mindful of the DAP packet completeness. Release of all funds under this contract is contingent upon satisfactory statue of the Agency's completeness under the terms of this contract. Community Development shall respond to any deficiency and/or delinquencies by citing the deficiencies and/or delinquencies.

vi. Data requirements and submission times will be specified by Community Development.

vii. From time to time, Community Development may request additional data from the Agency to support plans and or evaluations.

viii. Non-compliance with these provisions regarding the DAP Packet completeness will be considered sufficient cause for termination of contract.

VII. ITEM(S) OF UNDERSTANDING

i. Personnel Policy. It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

ii. Federal Funds. It is mutually understood by the parties hereto that the funds provided hereunder are federal funds.

VIII. BID AND CONTRACT AWARD PROCUEDURES-Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

i. **CONFLICT OF INTEREST**-The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his/her knowledge, his/her immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the Agency's officers, employees or agents.

IX. **FINANCIAL MANAGEMENT STANDARDS**-The Agency's financial management system shall provide for:

i. Accurate, current and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal sponsoring agency requires reporting on an accrual basis, the recipient shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

ii. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

iii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

iv. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

v. Procedures to minimize the time elapsing between the transfer of funds from the City by Community Development and the disbursement by the Agency, whenever funds are advanced.

vi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

vii. Accounting records that are supported by source documentation.

viii. Examinations in the form of audits or internal audits-Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

PART II
AGENCY TERMS AND CONDITIONS

CDD and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from CDD and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of CDD.

4. Termination of Agreement for Cause.

A. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, CDD shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of CDD, become the property of CDD, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

B. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, CDD shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CDD may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CDD as provided herein, total consideration due the agency shall bear the same ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the CDD), may result in the disallowance of costs, thereby requiring the immediate payback of Federal funds by the Agency to CDD within 30 days of such written determination. This requirement applies not only to the period of the contract, grant, loan or agreement but also for a period of three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

A. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers,

employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

B. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

C. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

I. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

II. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

III. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

IV. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

V. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

VI. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by CDD.

VII. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

VIII. Procurement records and files for purchases shall include the following:

a) Basis for contractor selection or rejection;
b) Justification for lack of competition when competitive bids or offers are not obtained;
c) Basis for award cost or contract price;
d) Rationale for method of procurement; and
e) Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d et seq);
B. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601 et seq);
C. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).
D. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.
E. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107).
F. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.
G. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.
H. Requirements and Standards of OMB Circular No. A-122, entitled "Cost Principles for Nonprofit Organizations".
I. Requirements and Standards of OMB Circular No. A-110 as they pertain to the following Attachments:

I. Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance

II. Attachment B, "Bonding and Insurance"

III. Attachment C, "Retention and Custodial Requirements for Records" except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to

individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in S 570.507, in which the specific activity is reported on for the final time;

IV. Attachment F, "Standards for Financial Management Systems";

V. Attachment H, "Monitoring and Reporting Program Performance," paragraph 2;

VI. Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the sub-recipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

VII. Attachment O, "Procurement Standards"

J. Monitoring Requirements. CDD is responsible for managing the day-to-day operations of sub-grantee activities. CDD will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. CDD monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs.

10. Nondiscrimination.

A. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

B. During the performance of this project, the Agency agrees as follows:

I. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency 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, national origin or age. 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 Agency 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.

II. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

III. The Agency, if applicable, 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 by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IV. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

V. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

VI. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement 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 Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

VII. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract 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, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as CDD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by CDD, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

11. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 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 contracts 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.

B. The parties to this contract 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 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor 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.

D. The Contractor will 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 subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, 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 570.607 (b).

12. Community Development funds disbursed to the Agency shall:

A. Be used only for the purpose of the project.
B. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.
C. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for CDD under the terms of this agreement.

13. Requests for Payment. Upon request by CDD, the Agency shall submit to CDD copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

14. Documentation and Record Keeping.

A. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

I. Records providing a full description of each activity undertaken.

II. Records demonstrating that each activity undertaken meet one of the national objections.

III. Records required to determine the eligibility of activities.

IV. Records documenting the acquisition, improvement or disposition of real property acquired with CDBG funds.

V. Record documenting compliance with fair housing and equal opportunity components of the CDBG program.

VI. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

VII. Other records necessary to document compliance.

B. The Agency shall retain all records and supporting documentation applicable to a project with CDD for a period of three (3) years after the receipt of final payment from CDD and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of CDD, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the CDD project will be turned over to CDD for retention.

15. Subcontracts. None of the work or services included in a contract between the Agency and CDD shall be subcontracted without the prior written approval of CDD. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and CDD. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of CDD, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

16. Changes

A. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to CDD for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization.

B. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between CDD and the Agency are unrealistic. In this instance, the Agency will submit to CDD an outline of the suggested change together with adequate justification of the reasons therefore. The CDD will, after appropriate investigation, determine if the suggested change will best serve the interests of the program. Upon receiving written approval from CDD, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to CDD in periodic reports.

17. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

18. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

20. Conflict of Interest.

A. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

B. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to CDD.

C. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

21. Audits. The Agency will be subject to periodic audit by CDD and an independent certified public accountant employed by CDD for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A-133 during the regular auditing cycle.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

23. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

24. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR 34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be retained by the Agency and used only for eligible activities specified in this agreement. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. When the Agency retains program income, transfers of grant funds by the CDD to the Agency shall be adjusted according to the principles described in 570.504 (b) (2) (ii). All program income shall be substantially disbursed for eligible activities before additional Requests for Funds are processed. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the CDD.

25. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

A. The Agency does not assume CDD's environmental responsibilities described at 570.604; and
B. The Agency does not assume CDD's responsibility for initiating the review process under Executive Order 12372.26.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to CDD any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

A. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by CDD; or
B. Is disposed of in a manner which results in CDD being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (A) above.

27. Definitions.

A. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.
B. CDD - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.
C. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, office space, or printing services).
D. HUD - The Secretary of Housing and Urban Development or a person authorized to act on his behalf.
E. Program - The Community Development Block Grant Program as approved by HUD and as amended from time to time.
F. City - The City of Huntsville, Alabama, a municipal Corporation, or agents thereof.

IN WITNESS THEREOF, the City and the Agency have executed this Agreement on this the 10th day of October, 2013.

CITY OF HUNTSVILLE

_____
TOMMY BATTLE, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Charles E. Hagood, City Clerk Treasurer
City of Huntsville, Alabama

Family Services Center, Inc.,
An Alabama Non-Profit Corporation

By: _____
It's President

ATTEST:

_____
Family Services Center, Inc.