CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 12/5/2013

Action Requested By:
Community Development

Agenda Item Type

Resolution

Subject Matter:

Resolution authorizing the Mayor to enter into an agreement with New Futures, Inc. for services to the homeless population. The City of Huntsville received FY 2013 Emergency Solutions Grant (ESG) funds from the State of Alabama.

Exact Wording for the Agenda:

Resolution to enter into an agreement with New Futures, Inc., in the amount of $30,000.00 for essential and supportive services for a 24 month transitional housing program for homeless families.

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.

This resolution authorizes the Mayor to enter into an agreement with New Futures, Inc. New Futures shall operate a long term transitional housing program for families that does meet the requirements of local emergency shelters.

Associated Cost: 0.00

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: No

Department Head: _____

Date: 11/20/13

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Community Development** Council Meeting Date: **12/5/2013**

Department Contact: **Turkessa Coleman-Lacey** Phone # **256-427-5418**

Contract or Agreement: **Agreement**

Document Name: **"Agreement Between the City of Huntsville, Alabama and New Futures, Inc."**

City Obligation Amount: **$0.00**

Total Project Budget: **$30,000.00**

Uncommitted Account Balance: **$0.00**

Account Number: **n/a**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

State Other	**Grant Name:** Emergency Shelter Grant (HESG-13-016)

Department	Signature	Date
1) Originating		11/20/13
2) Legal	Mary C Cates	12/3/13
3) Finance		12/3
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 13-_____

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 13 Emergency Shelter Grant funds known as HESG-13-016; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non-profit agency which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City will be fulfilled.

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 with **New Futures, Inc.**, said contract being substantially similar in words and figures to that document identified as **"Agreement Between the City of Huntsville, Alabama and New Futures, Inc."** consisting of 15 pages with the signature of the Council President or President Pro tem and the date **12-05-13** appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 5th day of December, 2013.

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

APPROVED this the 5th day of December, 2013.

_____
Mayor of the City of Huntsville, Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND NEW FUTURES, INC."

THIS AGREEMENT, entered into this the 5th day of December, 2013, by and between the City of Huntsville Alabama, and hereinafter referred to as the CITY, and NEW FUTURES, Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2013 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-13-016.

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:

I. PROGRAM DESCRIPTION. The Agency shall provide essential services to homeless intact families, especially families that cannot meet the requirements of local emergency shelters because of their composition. New Futures is designed to support long term transitional housing that will encourage clients to become independent, self reliant and have a positive perspective regarding their future. New Future will house families up to 24 months. The City shall provide $30,000.00 in Emergency Solutions Grant funds to the Agency for operations of a long term transitional housing shelter for intact families. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. All records related to the project will be maintained at NEW FUTURES's office located at 5435 Oakwood Rd, Huntsville, AL 35814.

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

A. OPERATIONS. The Agency shall operate a long term transitional housing shelter for intact families. These operations include a decent and safe living space, social services, job/education training and daycare support.

B. HOMELESS ASSISTANCE. The program shall assist 20-25 families on an annual basis with services and/or referrals to other homeless service providers. Specific services provided shall include, initial intake and assessment, food legal assistance, job training and educational classes

C. HOMELESS. An eligible homeless person under this contract is defined as an individual who lacks a fixed, regular, and adequate nighttime residence that is: 1) a supervised temporary shelter, 2) an institution designed for persons intended to be institutionalized, 3) or, a place not intended as regular sleeping accommodations. 4) or, has received a sheriff's eviction notice. Records shall be maintained for each client documenting their homeless eligibility as per HUD's "Questions and Answers A Supplement to the CoC Homeless Assistance NOFA and Application".

12-05-2013 _____

President or President Pro tem,
City Council of Huntsville, Alabama

D. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend the monthly meetings of the North Alabama Coalition for the Homeless and participate in the Homeless Management Information System (HMIS).

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on December 05, 2013 and be completed by December 31, 2014. All funds must be obligated, expended and the matching requirement met by December 31, 2014.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the CITY OF HUNTSVILLE that funds can only be made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence 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 CITY OF HUNTSVILLE prior to the 15th day of each month. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of CITY OF HUNTSVILLE funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is expressly understood that in no event shall the total compensation to be paid hereunder exceed the maximum sum of **$30,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the CITY OF HUNTSVILLE. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	ACCOUNT NAME	AMOUNT
ES-501	Utilities	$14,425.00
ES-502	Telephone	$500.00
ES-601	Transportation	$700.00
ES-511*	Childcare/Education	$2,725.00
ES-603	Insurance	$5,525.00
ES-301	Maintenance & Repairs	$6,125.00
	TOTAL	$30,000.00

VI. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

A. REPORT CONTROL. Reports related to this project will be maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

B. AGENCY MONTHLY REPORTS. A written monthly report reflecting the Agency's operations shall be submitted by the Agency to the City of Huntsville no later than the fifth (5th) calendar day of each month.

C. AGENCY EMPLOYMENT REPORT. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets which have been

signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

D. FORMS. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

E. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be totally responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

F. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The City of Huntsville will inventory and examine Agency reports prior to each request for Community Development funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency of delinquency with a letter citing the applicable report deficiency or delinquency.

G. GENERAL REPORT PROVISIONS.

1) Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

2) From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

3) The City of Huntsville will make the final determination regarding delinquent of deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

4) No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

5) Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEM(S) OF UNDERSTANDING.

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

B. FEDERAL FUNDS. It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

C. MATCHING FUNDS. It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match Sources shall be as follows:

Documentation to include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BID AND CONTRACT AWARD PROCEDURES. 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.

IX. 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 knowledge, he or his 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.

X. FINANCIAL MANAGEMENT STANDARDS. The Agency's financial management systems shall provide for:

A. 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.

B. 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.

C. 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.

D. 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.

E. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

F. 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.

G. Accounting records that are supported by source documentation.

H. 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. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, and Standards for Audit of Governmental Organizations, Programs, Activities and Functions. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II

AGENCY TERMS AND CONDITIONS

City of Huntsville 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 City of Huntsville 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 City of Huntsville.

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, City of Huntsville 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 City of Huntsville, become the property of City of Huntsville, 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, City of Huntsville 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, CITY OF HUNTSVILLE 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 CITY OF HUNTSVILLE 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 City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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:
        1) Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.
        2) 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.

3) Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.
4) 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.
5) 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.
6) All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.
7) 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.
8) 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. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville 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:

1) 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.

2) 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.

3) 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.
4) 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).
5) 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.
6) 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).
7) 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 City of Huntsville 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 City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

C. "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).

11. Community Development funds disbursed by the City of Huntsville 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 City of Huntsville under the terms of this agreement.

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

13. 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:

1) Records providing a full description of each activity undertaken.
2) Records demonstrating that each activity undertaken meet one of the national objections.
3) Records required to determine the eligibility of activities.
4) Financial records as required by 24 CFR Part 570.502, and Circular A-110.
5) Other records necessary to document compliance.

B. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville 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 City of Huntsville, 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 City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. 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 City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, 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.

15. 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 City of Huntsville 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 by City of Huntsville.

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

16. 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.

17. 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.

18. 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).

19. 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 City of Huntsville.

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.

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

21. 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.

22. 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.

23. 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).

24. 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.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

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

    1) 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 City of Huntsville; or
    2) Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG 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. City of Huntsville - 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 5th t day of December, 2013.

CITY OF HUNTSVILLE

_____

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____

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

NEW FUTURES, Inc.,
an Alabama Non-Profit Corporation

By: _____

Its President

ATTEST:

By: _____

NEW FUTURES, Inc.