

**AGENDA  
CITY COMMISSION MEETING  
DOTHAN, ALABAMA  
10:00 A.M., December 20, 2016**

1. **Invocation: Rabbi Lynne Goldsmith - Temple Emanu-el**

2. **Pledge of Allegiance: Commissioner Newsome**

3. **Roll Call:**

**Schmitz\_\_Dorsey\_\_Newsome\_\_Kirkland\_\_Ferguson\_\_Kenward\_\_Crutchfield\_\_**

4. **Approval of Previous Minutes:**

- Minutes of Meeting of December 6, 2016.

5. **Communications from Mayor and City Commissioners:**

6. **Communications from City Manager:**

- Check Presentation – “No Shave November” fundraiser – Chief Steve Parrish and Captain Bubba Ott.

7. **Communications from City Clerk:**

- Application for a Retail Beer and Retail Table Wine License (on or off premises) for The Thirsty Pig, 257 South Saint Andrews Street, by Kerry Farrell.

Documents:

[beer and wine application the thirsty pig.pdf](#)

8. **Res. No. \_\_\_\_\_ Appropriating \$1,001,575.00 for the staff, operations, equipment and vehicles for James Oates Park.**

Documents:

[james oates park funding.pdf](#)

9. **Res. No. \_\_\_\_\_ Entering into a Mutual Aid Agreement with Fort Rucker - Fire and Emergency Services Division to provide reciprocal support in the form of personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, hazardous material containment, and emergency services support.**

Documents:

[mutual aid agreement with ft rucker.pdf](#)

10. **Res. No. \_\_\_\_\_ Amending the contract with McNair Historic Preservation by adding a specific contract start and expiration date and by including an acknowledgement of “Grant Assurances”.**

Documents:

[contract amendment mcnair historic preservation.pdf](#)

11. **Res. No.\_\_\_\_\_Executing the Dothan Utilities Water Supply Permit Modification Application and issuing a check to ADEM in the amount of \$800.00 for the application (modification) fee.**

Documents:

[water supply permit modification application.pdf](#)

12. **Res. No.\_\_\_\_\_Awarding the bid, entering into a contract, and issuing the Notice of Award, Notice to Proceed, and other related documents to Revere Control Systems, Inc. for SCADA System Hardware and Software Upgrades for the Little Choctawhatchee WWTP for the sum of \$117,382.00.**

Documents:

[contract revere control systems.pdf](#)

13. **Res. No.\_\_\_\_\_Authorizing the City of Dothan Planning Department to collaborate with PPM Consultants to submit an application for a Brownfield's assessment grant to the Environmental Protection Agency in the amount of \$300,000.00 and receive the grant if awarded.**

Documents:

[brownsfield assessment grant appl.pdf](#)

14. **Res. No.\_\_\_\_\_Entering into a subrecipient agreement with the Wiregrass Habitat for Humanity to support Emergency Housing Repair in the amount of \$80,000.00 and Weatherization Improvements identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$33,000.00, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement wiregrass habitat for humanity.pdf](#)

15. **Res. No.\_\_\_\_\_Entering into a subrecipient agreement with the Southeast Alabama Community Action Partnership to provide building repairs at the facility identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$22,000.00, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement southeast al community action partnership.pdf](#)

16. **Res. No.\_\_\_\_\_Entering into a subrecipient agreement with the Exchange Center to provide funding for administrative salaries, fringe benefits and operational expenses identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$10,000.00, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement exchange center.pdf](#)

17. **Res. No.\_\_\_\_\_Entering into a subrecipient agreement with the Boys and Girls Clubs of Hawk-Houston for the continuation of building improvements identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$45,000.00, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement boys and girls club of hawk-houston.pdf](#)

18. **Res. No. \_\_\_\_\_ Entering into a subrecipient agreement with the Wiregrass Rehabilitation Center for the purpose of purchasing equipment identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$23,000.00, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement wiregrass rehab center.pdf](#)

19. **Res. No. \_\_\_\_\_ Entering into a subrecipient agreement with the Alfred Saliba Family Services Center to provide funding for administrative salaries, fringe benefits and operational expenses in the amount of \$20,000.00 and \$55,456.00 for building improvements identified in the Community Development Block Grant 2016 Annual Action Plan, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement alfred saliba family services center.pdf](#)

20. **Res. No. \_\_\_\_\_ Entering into a subrecipient agreement with the Boys and Girls Club of the Wiregrass to provide funding for administrative salaries, fringe benefits, and operational expenses in the amount of \$12,000.00 and \$14,000.00 for building improvements identified in the Community Development Block Grant 2016 Annual Action Plan, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement boys and girls club of the wiregrass.pdf](#)

21. **Res. No. \_\_\_\_\_ Entering into a subrecipient agreement with Girls, Inc. to provide funding for administrative salaries, fringe benefits and operational expenses identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$7,500.00, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement girls inc.pdf](#)

22. **Res. No. \_\_\_\_\_ Entering into a subrecipient agreement with Healthy You, Inc. to provide funding for administrative salaries, fringe benefits and operational expenses identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$15,458.00, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement healthy you inc.pdf](#)

23. **Res. No. \_\_\_\_\_ Entering into a subrecipient agreement with the Dothan Downtown Redevelopment Authority (DDRA) to support downtown façade improvements identified in the Community Development Block Grant 2016 Annual Action Plan in the amount of \$9,008.31, and appropriating funds for said agreement.**

Documents:

[subrecipient agreement ddra.pdf](#)

24. **Res. No.\_\_\_\_\_Agreeing to allow the Fire Department to issue a fireworks permit for the Downtown Dothan Group Fireworks Display to be held on Saturday, December 31, 2016.**

Documents:

[downtown dothan group fireworks.pdf](#)

25. **Res. No.\_\_\_\_\_Appointing Ashley Maddox, Andy Gosselin, and Whit Huskey as members of the Museum Board.**

Documents:

[museum board appointments.pdf](#)

26. **Res. No.\_\_\_\_\_Appointing Deavours Clerk as member of the Dothan Downtown Redevelopment Authority.**

Documents:

[ddra appointment.pdf](#)

27. **Res. No.\_\_\_\_\_Approving payment of invoices for the month of November, 2016 in the amount of \$16,612,790.41.**

Documents:

[invoices.pdf](#)

28. **Res. No.\_\_\_\_\_Awarding bids and approving purchases over \$15,000.00 by the City.**

Documents:

[bids and purchases.pdf](#)

29. **Res. No.\_\_\_\_\_Approving advance travel requests for City employees.**

Documents:

[travel requests.pdf](#)

30. **Adjournment.**

November 1, 2016

Board of City Commissioners  
City of Dothan, Alabama  
P.O. Box 2128  
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine for The Thirsty Pig located at 257 South Saint Andrews Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Kerry Farrell". The signature is written in a cursive style with a horizontal line underneath the name.

Kerry Farrell

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the 2017 Fiscal Year Budget was approved by Resolution No. 2015-260 and requires that budget changes be approved by the Board of Commissioners; and

**WHEREAS**, the Department of Leisure Services must create a workforce capable of successfully managing and maintaining James Oates Park and the need exists for funding for operating expenses, vehicles and equipment; and

**WHEREAS**, the following staff positions are recommended: Park Manager (Pay Grade 60; \$50,606.40-\$77,209.60), Secretary (Pay Grade 37; \$28,516.80-\$43,576.00), Recreation Supervisor (Pay Grade 48; \$37,523.20-\$57,324.80), Recreation Leader (Pay Grade 35; (\$27,081.60-\$41,475.20), Utility Worker (2) (Pay Grade 31; \$24,523.20-\$37,523.20), Part Time Recreation Aide (4) (Pay Grade 107; \$12,464.40-\$16,676.40), Seasonal Recreation Aide (4) (Pay Grade 7; (\$6,045.00-\$8,073.00), Seasonal Sports Supervisor (2) (Pay Grade 13; (\$6,895.20-\$9,250.80); and

**WHEREAS**, after evaluating the operational cost at our current complexes we recommend the following operational and initial vehicle and equipment budget; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the sum of \$1,001,575 be appropriated to the following accounts for the staff, operations, equipment and vehicles for James Oates Park. This appropriation is to be funded by increasing the General Fund/Taxes/Lodging Tax, Account No. 001-0000-313.03-00, by the sum of \$1,001,575 in Fiscal Year 2017.

		<u>Fiscal Year 2017</u>
001-4207-542.10-11	Salaries & Wages	\$232,813
001-4207-542.10-12	Overtime	16,000
001-4207-542.10-13	FICA	19,035
001-4207-542.10-15	Retirement	49,794
001-4207-542.10-16	Insurance	104,167
001-4207-542.10-18	Federal Unemployment	466
001-4207-542.10-19	Employee Assistance Program	100
001-4207-542.20-22	Janitorial Supplies	10,000
001-4207-542.20-23	Office Supplies	3,000
001-4207-542.20-25	Repairs and Maintenance Supplies	39,000
001-4207-542.20-26	Small Tools	600
001-4207-542.20-29	Other Operating Supplies	71,000
001-4207-542.30-35	Mtnce/Repair-Internal	14,000
001-4207-542.30-36	Mtnce/Repair-Outside	11,000
001-4207-542.30-41	Printing and Reproduction	2,000
001-4207-542.30-42	Professional Services	86,400
001-4207-542.30-43	Rental Expense	3,000
001-4207-542.30-48	Water/Electricity & Sewer	75,000
001-4207-542.30-49	Miscellaneous	10,000
001-4260-542.60-65	Equipment	189,200
001-4260-542.60-66	Vehicles	65,000
Total Appropriations		\$1,001,575

**Section 2.** That the Finance Director-Treasurer is hereby authorized and directed to make the said budget changes.

**PASSED, ADOPTED AND APPROVED ON \_\_\_\_\_.**

**Attest:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Associate Commissioner – District 1

\_\_\_\_\_  
Associate Commissioner – District 2

\_\_\_\_\_  
Associate Commissioner – District 3

\_\_\_\_\_  
Associate Commissioner – District 4

\_\_\_\_\_  
Associate Commissioner – District 5

\_\_\_\_\_  
Associate Commissioner – District 6

**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enters into a Mutual Aid Agreement with Fort Rucker - Fire and Emergency Services Division to provide reciprocal support in the form of personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, hazardous material containment, and emergency services support, which said agreement follows:



DEPARTMENT OF THE ARMY  
U.S. ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS UNITED STATES ARMY GARRISON  
2218 6TH AVENUE  
FORT RUCKER AL 36362-5105

**MUTUAL AID AGREEMENT  
BETWEEN UNITED STATES ARMY GARRISON, FORT RUCKER AND  
CITY OF DOTHAN, ALABAMA**

1. This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Fort Rucker and the **City of Dothan** is to secure for each the benefit of mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including hazardous material containment and confinement, and basic and advanced life support.

2. AUTHORITY. Section 1856 and 1856a, Title 42, United States Code; DODI 6200.03, paragraph 4.e.; and DODI 6055.06, paragraph E5.1.4.

3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting agency if, for any reason, assistance cannot be rendered. Fort Rucker support shall conform to all Federal Law and Department of Defense and Army regulations.

4. Points of Contact (POC)

a. **City of Dothan**. POC is the **Mayor, Mike Schmitz or Fire Chief, Larry Williams, Jr.** They will receive and process requests for assistance pursuant to this agreement. The telephone contact number is: **(334) 793-0105 or (334) 615-3500**,

(1) FIRE DEPARTMENT SUPPORT. On request to the Fort Rucker POC by a POC from the **City of Dothan** the firefighting equipment and personnel may be dispatched when available to a point within the area for which the fire department normally provides fire protection as designated by the POC of the fire department.

b. Fort Rucker. POC is the Fort Rucker Directorate of Public Safety (DPS) for emergency support. They will receive and process requests for assistance pursuant to this agreement. The telephone contact number is (334) 255-0248.

(1) FIRE DEPARTMENT SUPPORT. On request to the POC for the fire department of the **City of Dothan** from the POC for Fort Rucker, Fire Chief or Deputy Fire Chief, firefighting equipment and personnel of the fire department for the **City of Dothan** may be dispatched when available to a point within the firefighting jurisdiction of the Fort Rucker Fire Department.

c. On receiving a request for support, and prior to sending firefighting, equipment or personnel into the other jurisdiction, the senior officer of the requested agency shall immediately take the following actions:

(1) Determine if apparatus, equipment and personnel can be spared in response to the call.

(2) Determine what apparatus, equipment and personnel might most effectively be dispatched.

**Res. No.** \_\_\_\_\_ Entering into a Mutual Aid Agreement with Fort Rucker – Fire and Emergency Services Division continued.

**Section 2.** That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the said agreement for and in the name of the City of Dothan.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

SUBJECT: Mutual Aid Agreement Between United States Army Garrison, Fort Rucker and City of Dothan

(3) Determine the exact mission to be assigned in accordance with detailed plans and procedures of operation drafted in accordance with this agreement by the technical heads of the agencies involved.

(4) Dispatch such apparatus, equipment and personnel, as in the judgment of the senior officer receiving the call, with complete instructions as to the mission, in accordance with the terms of this agreement.

d. The technical head of the agency requesting the service should assume full charge of the operation, provided the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision and responsibility of the senior officer of the fire department rendering assistance. If the technical head of the agency requesting assistance specifically requests the senior officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation. In the event of a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the fire department normally provides fire protection, the chief of the Fort Rucker Fire Department, or his representative, may assume full command upon arrival at the crash scene.

5. Each party hereby waives claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210. In addition, the requesting department shall identify and hold the other party or parties harmless against third-party claims arising out of their assistance to the requesting department.

6. Based on the frequency and amount of support provided, or other applicable criteria, both Fort Rucker and the City of Dothan may seek reimbursement from the other in order to continue to provide assistance pursuant to this agreement.

7. In connection with this agreement, any service performed by Department of Defense personnel, civilian or military, shall constitute service rendered in the line of duty. The performance of such service by any other individual shall not constitute such individual as an officer or employee of the United States.

8. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

9. This agreement shall remain effective only so long as the parties to this agreement maintain assets required for personal services and equipment required for all hazards emergency response for the protection of life and property including basic and advanced life support. In the event a party no longer possesses capabilities in a particular area, this agreement becomes null and void in regard to that particular area only.

10. This mutual aid agreement supersedes and rescinds all previous mutual aid agreements between the signatories and their predecessors, if applicable.

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Mike Schmitz  
Mayor, City of Dothan

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SHANNON T. MILLER  
COL, AV  
Garrison Commander

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan approved a contract with McNair Historic Preservation by Resolution No. 2016-314, dated November 1, 2016 to expand the existing boundaries of the National Register Downtown Commercial District; and

**WHEREAS**, the Alabama State Historic Preservation has requested that the City of Dothan modify the contract with the consultant to include a specific contract start and expiration date and acknowledgement of "Grant Assurances".

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan amends the contract with McNair Historic Preservation by adding a specific contract start and expiration date and by including an acknowledgement of "Grant Assurances", which said additions follows:

## **MEMORANDUM**

**TO: Tammy Danner**  
**FROM: Bob Wilkerson**  
**DATE: December 5, 2016**  
**RE: Professional Services Contract for McNair Historic Preservation, Inc.**

On November 1, 2016 the Dothan City Commission authorized Resolution Number 2016-314 for approval of a contract between the City of Dothan and McNair Historic Preservation.

In accordance with previous and typical practices, the contract was executed by the Mayor and the consultant, and submitted to the Alabama Historical Commission, as grantor covering a portion of the contract fee.

Upon receipt, the Alabama Historical Commission requested that we modify our contract with the consultant to include three additional items that the Commission now requires for grantee/consultant contracts as follows:

1. A specific contract start date.
2. A specific contract expiration date.
3. Acknowledgement of "Grant Assurances" as an attachment to the contract.

Since federal funds are being supplied to the project, the Alabama Historical Commission requires that the Assurances become a part of the contract. The Assurances are to be signed only by the consultant. The purpose of the assurances document is to ensure that the consultant acknowledges the requirement of compliance with all Federal, State, and local laws, rules and regulations.

A copy of the modified contract and assurances attachment are attached to this memorandum.

Please contact me if any questions.

Bob Wilkerson  
Planning & Development  
X 3415

**CITY OF DOTHAN, ALABAMA  
PROFESSIONAL SERVICES CONTRACT  
PROJECT NUMBER: AL-16-033**

This Scope of work is for the evaluation of the existing National Register Historic District, the feasibility of expanding the boundaries and submission of an updated National Register Historic District application to the Alabama Historical Commission and National Park Service, per an updated survey and evaluation of historic properties. Services to be performed by **McNair Historical Preservation Inc.**

**SCOPE OF SERVICES**

1. Evaluate all potentially eligible properties in downtown Dothan (commercial and residential) and determine if the expanded area (district) constitutes a submittal for listing on the National Register of Historic Places.
2. Submit a revised historical analysis, maps, and photographs to the Alabama Historical Commission and National Park Service, to update and expand the existing National Register Historic District.
3. Conduct no less than one public education seminar on issues of local and national historic preservation design guidelines, historic tax credits, economic incentives, and the National Register program and district expansion.
4. All tasks will be completed within the timeframe allotted by the State of Alabama Historic Preservation Commission as Grantor under *Historic Preservation Fund Grants-in-aid, CFDA Number 15.095*. The Expiration Date is: **September 30, 2017**.

**BUDGET**

The project budget is not to exceed **\$7,500.00**, which includes all travel, site visits, lodging, postage and personal expenses as needed for McNair Historic Preservation Inc. to fulfill the proposed services as required.

**SCHEDULE**

Project Start Date: November 28, 2016

Project Completion Date: September 30, 2017

**TERMINATION**

Any agreement for services based upon this proposal may be terminated in writing by either party subject to delivery by the consultant to the client of any outstanding, partial or completed work, and payment by the client of any fees due for services or expenses.

**INDEPENDENT CONTRACTOR**

McNair Historic Preservation Inc. is and throughout this agreement shall be an independent contractor and not an employee, partner, or agent of the client. McNair Historic Preservation, Inc. shall be solely responsible for filing all returns and paying income, social security, or other taxes levied upon or determined with respect to the payments made to McNair Historic Preservation, Inc. pursuant to this agreement.

**TOOLS AND SUPPLIES**

Unless otherwise agreed to by the client in advance, McNair Historic Preservation, Inc. shall be solely responsible for procuring, paying for, and maintaining any computer equipment, software, paper, tools, or supplies necessary or appropriate for the performance of McNair Historic Preservation Inc.'s services hereunder.

**GOVERNMENT FEES**

McNair Historical Preservation, Inc. is not responsible for any required government filing fees for applications to be considered.

**CONTROLLING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

**FINAL AGREEMENT**

Upon acceptance by the client, this proposal will constitute the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties and submitted to McNair Historical Preservation, Inc., to 2151 Government Street, mobile, Alabama, 36606.

**SEVERABILITY**

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effort as if such invalid or unenforceable term had never been included.

**COPYRIGHT**

McNair Historical Preservation, Inc. shall retain copyright to all documents and other materials prepared by McNair Historical Preservation, Inc. during this work project until such time as final payment has been received from the client for all products delivered.

McNair Historic Preservation, Inc. agrees to complete the scope of services within the required grant award time frame and agrees to adhere to the cost proposal submitted, for completion of the requested "Resurvey of Downtown Commercial District to Expand National Register Boundaries" of Historic Places.

McNair Historic Preservation, Inc. agrees to comply with the Alabama Historical Commission Architectural Survey Requirements and the grant assurances which are made a part of this contract as Attachment "A".

McNair Historic Preservation agrees that the project is to be guided by the Dothan CLG Coordinator.

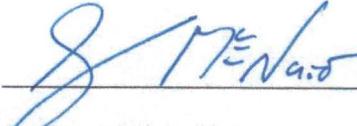
**IN WITNESS WHEREOF**, the Parties hereto agree to the conditions set forth above, and hereby execute this Agreement effective as of the date below.

**CITY OF DOTHAN**

\_\_\_\_\_ DATE: \_\_\_\_\_

**Mike Schmitz, Mayor**

**McNair Historic Preservation, Inc.**

 \_\_\_\_\_ DATE 11/29/16

**Stephen McNair, Ph.D.**

## EXHIBIT "A"

### Assurances

1. The Contractor will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

2. The Contractor acknowledges Federal funds are involved and compliance with all applicable Federal, State, and local laws, rules, and regulations is required.

2. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed. The Contractor warrants that it now has or will secure, at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the Alabama Historical Commission.

3. Any conflicts resulting from noncompliance with Federal compliance guidelines, acts of illegal nature, or any additional resulting conflicts shall make this contract null and void.

4. No officer, member or employee of the Alabama Historical Commission, and no member of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly, or indirectly interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds thereof.

No member of, or Delegate to, the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise therefrom.

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.),

as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

9. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

15. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB 2 CFR 200.00, "Audits of States, Local Governments, and Non-Profit Organizations."

17. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

18. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this agreement.

19. The Contractor shall incorporate the grantor agency's requirements and regulations pertaining to copyrights and rights in data.

Grantor Agency Requirements and Regulations:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of any application for copyright without the express written consent of the Alabama Historical Commission. No such copyright shall prevent the Alabama Historical Commission or the Federal Government and its officers, agents, and employees from acting within the scope of their official duties, to reproduce, publish, or otherwise use, and to authorize others throughout the world, to publish, translate, reproduce, and use for Government purposes.

SIGNED:

  
\_\_\_\_\_  
Signature of the contractor/consultant

11/29/16  
\_\_\_\_\_  
Date

STEPHEN McNaught  
\_\_\_\_\_  
Printed name of the contractor/consultant

## EXHIBIT "A"

### Assurances

1. The Contractor will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.
2. The Contractor acknowledges Federal funds are involved and compliance with all applicable Federal, State, and local laws, rules, and regulations is required.
2. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed. The Contractor warrants that it now has or will secure, at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the Alabama Historical Commission.
3. Any conflicts resulting from noncompliance with Federal compliance guidelines, acts of illegal nature, or any additional resulting conflicts shall make this contract null and void.
4. No officer, member or employee of the Alabama Historical Commission, and no member of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly, or indirectly interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds thereof.  
  
No member of, or Delegate to, the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise therefrom.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.),

as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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SIGNED:

\_\_\_\_\_  
Signature of the contractor/consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of the contractor/consultant

**RESOLUTION NO. 2016-314**

**WHEREAS**, the City of Dothan created and authorized the establishment of "The City of Dothan Historic Preservation Commission", (Dothan Code Sec.50-31); and

**WHEREAS** the City of Dothan is a Certified Local Government (CLG) which qualifies the City of Dothan to make application and receive grant funds through the State of Alabama Historic Commission; and

**WHEREAS**, the Alabama State Historic Preservation Office, on the behalf of the U. S. Department of the Interior, has approved a grant for \$3,000 to assist the city with the project; and

**WHEREAS**, the award of grant funds offered requires a \$2,000.00 local match plus an additional \$2,500.00 to engage the services of McNair Preservation, Inc., qualified consultant approved by the Alabama Historical Commission to accomplish work. The additional \$2,500.00 is in the Planning and Development Fiscal Year 2017 budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enters into a contract and issues a Notice to Proceed to McNair Preservation, Inc. in the amount of \$7,500.00, to expand the existing boundaries of the National Register Downtown Commercial District, which said contract follows:

# McNair Historic Preservation, Inc.

---

2151 Government Street, Mobile, AL 36606

(334) 303-3029

www.mcnairhp.com

smcnair@mcnairhp.com

**Project:** City of Dothan, National Register Historic District Expansion

**Client:** City of Dothan, AL

**Date of Proposal:** September 27, 2016

**Proposal:** This Scope of Work is for consulting services to assist the City of Dothan by evaluating the existing National Register Historic District, the feasibility of expanding the boundaries, and submitting an updated National Register Historic District application to the Alabama Historical Commission and National Parks Service, per an updated survey and evaluation of historic properties.

## **Scope of Services:**

1. Evaluate all potentially eligible properties in downtown Dothan (commercial and residential) and determine if the expanded area (district) constitutes a submittal for listing on the National Register of Historic Places.
2. Submit a revised historical analysis, maps, and photographs to the Alabama Historical Commission and National Parks Service to update and expand the the existing National Register Historic District.
3. Project to be guided under the direction of the Dothan CLG coordinator.
4. Conduct no less than one public education seminar on issues of local and national historic preservation design guidelines, historic tax credits, economic incentives, and the National Register program and district expansion.

**Proposed Budget:** The following budget is based on McNair Historic Preservation Inc.'s experience with similar projects in Alabama:

Total: \$7,500

Budget includes all travel, site visits, lodging, postage, printing, and personal expenses as needed for McNair Historic Preservation, Inc. to fulfill the proposed services as required.

**CITY OF DOTHAN, ALABAMA  
PROFESSIONAL SERVICES CONTRACT  
PROJECT NUMBER: AL-16-033**

This Scope of work is for the evaluation of the existing National Register Historic District, the feasibility of expanding the boundaries and submission of an updated National Register Historic District application to the Alabama Historical Commission and National Park Service, per an updated survey and evaluation of historic properties. Services to be performed by **McNair Historical Preservation Inc.**

**SCOPE OF SERVICES**

1. Evaluate all potentially eligible properties in downtown Dothan (commercial and residential) and determine if the expanded area (district) constitutes a submittal for listing on the National Register of Historic Places.
2. Submit a revised historical analysis, maps, and photographs to the Alabama Historical Commission and National Park Service, to update and expand the existing National Register Historic District.
3. Conduct no less than one public education seminar on issues of local and national historic preservation design guidelines, historic tax credits, economic incentives, and the National Register program and district expansion.
4. All tasks will be completed within the timeframe allotted by the State of Alabama Historic Preservation Commission as Grantor under *Historic Preservation Fund Grants-in-aid, CFDA Number 15.095*. The Expiration Date is: **September 30, 2017**.

**BUDGET**

The project budget is not to exceed **\$7,500.00**, which includes all travel, site visits, lodging, postage and personal expenses as needed for McNair Historic Preservation Inc. to fulfill the proposed services as required.

**SCHEDULE**

Project Start Date: November 28, 2016  
Project Completion Date: September 30, 2017

**TERMINATION**

Any agreement for services based upon this proposal may be terminated in writing by either party subject to delivery by the consultant to the client of any outstanding, partial or completed work, and payment by the client of any fees due for services or expenses.

**INDEPENDENT CONTRACTOR**

McNair Historic Preservation Inc. is and throughout this agreement shall be an independent contractor and not an employee, partner, or agent of the client. McNair Historic Preservation, Inc. shall be solely responsible for filing all returns and paying income, social security, or other taxes levied upon or determined with respect to the payments made to McNair Historic Preservation, Inc. pursuant to this agreement.

**TOOLS AND SUPPLIES**

Unless otherwise agreed to by the client in advance, McNair Historic Preservation, Inc. shall be solely responsible for procuring, paying for, and maintaining any computer equipment, software, paper, tools, or supplies necessary or appropriate for the performance of McNair Historic Preservation Inc.'s services hereunder.

**GOVERNMENT FEES**

McNair Historical Preservation, Inc. is not responsible for any required government filing fees for applications to be considered.

**CONTROLLING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

**FINAL AGREEMENT**

Upon acceptance by the client, this proposal will constitute the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties and submitted to McNair Historical Preservation, Inc., to 2151 Government Street, mobile, Alabama, 36606.

**SEVERABILITY**

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effort as if such invalid or unenforceable term had never been included.

**COPYRIGHT**

McNair Historical Preservation, Inc. shall retain copyright to all documents and other materials prepared by McNair Historical Preservation, Inc. during this work project until such time as final payment has been received from the client for all products delivered.

McNair Historic Preservation, Inc. agrees to complete the scope of services within the required grant award time frame and agrees to adhere to the cost proposal submitted, for completion of the requested "Resurvey of Downtown Commercial District to Expand National Register Boundaries" of Historic Places.

McNair Historic Preservation, Inc. agrees to comply with the Alabama Historical Commission Architectural Survey Requirements and the grant assurances which are made a part of this contract as Attachment "A".

McNair Historic Preservation agrees that the project is to be guided by the Dothan CLG Coordinator.

**Scope of Work to the City of Dothan, Page 2 of 3**

**Schedule:** McNair Historic Preservation, Inc. will consult with the client to determine an appropriate schedule based on the client's requirements. Services will begin from the date of an executed contract. Services will be rendered for one calendar year from the date of an executed contract.

**Liability:** Regarding the proposed services, because of the complexity of the review process, it is understood that the proposed services will be provided to the best of the ability of McNair Historic Preservation, Inc. and that no guarantee is made regarding the decision of the Alabama State Historic Preservation Office and National Parks Service. State and federal agencies are required to review all National Register applications and tax credit applications and reserve the right to request additional information or addendums to a proposal or deny an application.

**Fee Schedule:**

Balance due within 30 days of delivery of products/services to the client.

**Additional Terms:**

*Termination:* Any agreement for services based upon this proposal may be terminated in writing by either party subject to delivery by the consultant to the client of any outstanding partial or completed work and payment by the client of any fees due for services or expenses.

*Independent Contractor:* McNair Historic Preservation, Inc. is and throughout this agreement shall be an independent contractor and not an employee, partner or agent of the client. McNair Historic Preservation, Inc. shall be solely responsible for filing all returns and paying income, social security or other tax levied upon or determined with respect to the payments made to McNair Historic Preservation, Inc. pursuant to this agreement.

*Tools and Supplies:* Unless otherwise agreed to by the client in advance, McNair Historic Preservation, Inc. shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of McNair Historic Preservation, Inc.'s services hereunder.

*Government Fees:* McNair Historic Preservation, Inc. is not responsible for any required government filing fees for applications to be considered.

*Controlling Law:* This agreement shall be governed by and construed in accordance with the Laws of the State of Alabama.

**Scope of Work to the City of Dothan, Page 2 of 3**

*Final Agreement:* Upon acceptance by the client, this proposal will constitute the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties and submitted to McNair Historic Preservation, Inc., to 2151 Government Street, Mobile, Alabama, 36606.

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*Copyright:* McNair Historic Preservation, Inc. shall retain copyright to all documents and other materials prepared by McNair Historic Preservation, Inc. during this project until such time as final payment has been received from the client for all work products delivered.

# McNair Historic Preservation, Inc.

---

2151 Government Street, Mobile, AL 36606

(334) 303-3029

www.mcnairhp.com

smcnair@mcnairhp.com

## LETTER OF AGREEMENT

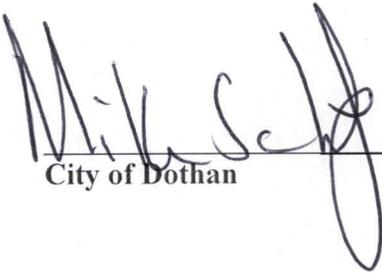
**Project:** City of Dothan, National Register District Expansion

**To:** City of Dothan

**Date:** September 27, 2016

**Products:** This proposal is for consulting services to assist the City of Dothan by evaluating the existing National Register Historic District, the feasibility of expanding the boundaries, and submitting an updated National Register Historic District application to the Alabama Historical Commission and National Parks Service, per an updated survey and evaluation of historic properties.

I/we hereby accept the proposal for historic preservation consulting services by McNair Historic Preservation, Inc. dated September 27, 2016, a copy of which is attached.

  
\_\_\_\_\_  
City of Dothan

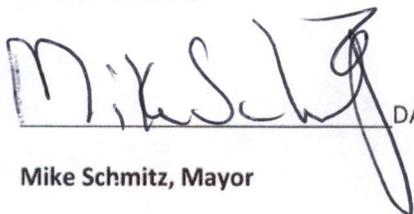
11-1-16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephen McNair, Ph.D.  
McNair Historic Preservation, Inc.

\_\_\_\_\_  
Date

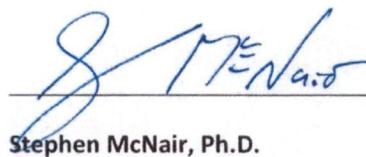
IN WITNESS WHEREOF, the Parties hereto agree to the conditions set forth above, and hereby execute this Agreement effective as of the date below.

CITY OF DOTHAN

 DATE: 11-1-16

Mike Schmitz, Mayor

McNair Historic Preservation, Inc.

 DATE: 11/29/16

Stephen McNair, Ph.D.

## EXHIBIT "A"

### Assurances

1. The Contractor will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.
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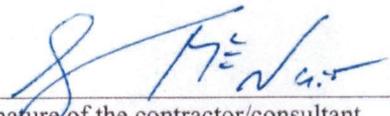
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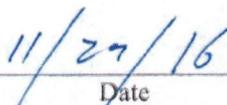
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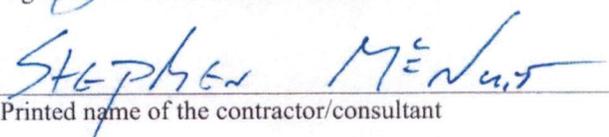
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SIGNED:

  
\_\_\_\_\_  
Signature of the contractor/consultant

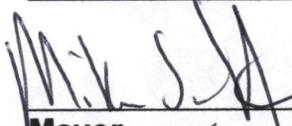
  
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Printed name of the contractor/consultant

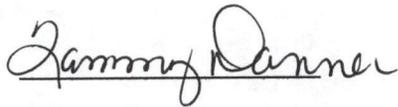
Res. No. 2016-314 entering into a contract with McNair Preservation, Inc., continued.

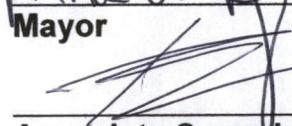
**Section 2.** That the sum of \$5,000.00 is appropriated in Fiscal Year 2017 to the General Fund/Planning & Development/Other Services & Charges/Professional Services, Account Number 001-2701-527.30-42. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenues/Proceeds from Grants, Account Number 001-0000-331.03-00 by \$3,000.00 and the General Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$2,000.00 in Fiscal Year 2017.

**PASSED, ADOPTED AND APPROVED on** November 1, 2016.

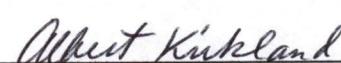
  
\_\_\_\_\_  
**Mayor**

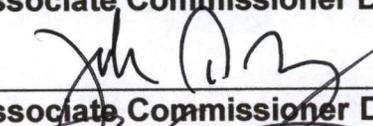
**ATTEST:**

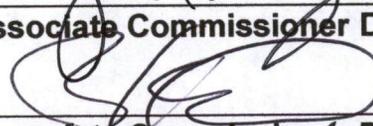
  
\_\_\_\_\_  
**City Clerk**

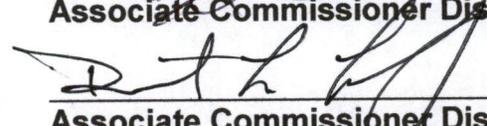
  
\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

  
\_\_\_\_\_  
**Associate Commissioner District 3**

  
\_\_\_\_\_  
**Associate Commissioner District 4**

  
\_\_\_\_\_  
**Associate Commissioner District 5**

  
\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

Res. No. \_\_\_\_\_ amending the contract with McNair Preservation, Inc.,  
continued.

**Section 2.** That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the said agreement for and in the name of the City of Dothan which shall be attested by the City Clerk.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Alabama Department of Environmental Management (ADEM) issues a water supply permit every six years for the City of Dothan's water supply system which designates a maximum pumping capacity for each well based on current pumping at the time of renewal, and

**WHEREAS**, recent rehabilitations have restored and/or improved the pumping capacities of certain wells, requiring that the permitted pumping rates be modified.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan execute the Dothan Utilities Water Supply Permit Modification Application and issue a check to ADEM in the amount of \$800.00 for the application (modification) fee, which said application follows:

# WATER SUPPLY PERMIT APPLICATION (MODIFICATION)

## PART I - GENERAL:

This application shall be submitted when a water supply permit modification is requested and/or required by ADEM Division 7 Regulations. Please complete the application by providing all requested information in the appropriate blanks for all applicable areas. Incomplete applications will be returned to the applicant.

(TYPE ALL INFORMATION UNLESS OTHERWISE INSTRUCTED).

Current ADEM Operating Permit Number 0000681 Expiration Date 08 / 31 / 21

Merger of existing water systems permitted by ADEM?  YES NO

If YES: PWSID System #1 \_\_\_\_\_ PWSID System #2 \_\_\_\_\_

Change of ownership/name change of an existing water system permitted by ADEM?  YES NO

If YES: Current Legal Name of System \_\_\_\_\_

PWSID Number: \_\_\_\_\_

New Legal Name of System \_\_\_\_\_

Legal Name of System: City of Dothan Utilities  
(Corporation, City Authority, Governmental Body, etc.)

Mailing Address: 200 Kilgore Drive

Street or P. O. Box No.

Dothan Houston AL 36321

City County State Zip

Telephone #: ( 334 ) 615-3200

Emer. Tel. #: ( 334 ) 828-1165 Fax # ( 334 ) 615-3309

E-Mail Address: pleonard@dothan.org

Certified Operator: Pat Leonard Operator Identification Number: C003379

I certify that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application. I believe that the information is true, accurate and complete. I am aware that submitting false or incorrect information, are grounds for denial of the permit.

Mike Schmitz

Mayor

Print Name of Responsible Authority (Chairman/Mayor/Owner) Title

Signature of Chairman/Mayor/Owner Date

*A Permit Application Fee must be submitted with this application.*

The application must be mailed to: **ADEM-Drinking Water Branch**  
**PO Box 301463**  
**Montgomery, Alabama 36130-1463**

Complete this side to reflect new or added facilities not included in the existing operating permit.

**PART II – RAW WATER SOURCES:** (Go to PART III if there are no raw water sources in the system.)

Name	Aquifer/Depth (GW) Raw Water Source (SW)	Permitted Capacity	Chemicals Fed/ Treatment Provided	Filtered (Y/N)
See Attached				

Filtration Rate \_\_\_\_\_ gpm/ft<sup>2</sup> Required CT \_\_\_\_\_ hours @ \_\_\_\_\_ mg/l chlorine

Total Clearwell Capacity \_\_\_\_\_ MG Are Clearwells Baffled (Y/N) \_\_\_\_\_

NOTE: Include chemicals used (chlorine, lime, soda ash, etc.) and physical processes used (aeration, sedimentation, filtration, etc.) If treatment includes filtration, include permitted filtration rate (gpm/ft<sup>2</sup>)

**PART III-DISTRIBUTION SYSTEM:**

<u>DIST. TANKS</u> (Name or No.)	<u>TYPE</u> (Elev/Grnd/Pres)	<u>OVERFLOW ELEV.</u> (Feet, MSL)	<u>VOLUME</u> (Gallons)

<u>DIST. PUMPING STATIONS *</u> (Name/Location)	<u>CAPACITY</u> (gpm)	<u>RECHLORINATION?</u> (Yes/No)

- Identify hydropneumatic pumpstations with "P"

Number of Additional Customers \_\_\_\_\_ Total Number of Customers \_\_\_\_\_

<u>TYPE OF WATER MAINS</u> (Check)		<u>APPROXIMATE MILES OF MAIN</u> (List by Type)	
Cast/Ductile Iron	Asbestos Cement	_____	_____
PVC	Other	_____	_____

NOTE: Attach additional sheets for each section, as needed.

Dothan Utilities  
 Permit Modification Attachment  
 #0000681

<u>Well No.</u>	<u>Location</u>	<u>Current Permitted Capacity</u>	<u>Modified Capacity</u>	
S1	1230 Glenwood Drive	300	400	Records indicate that this well was previously permitted for 400 GPM. Previous rehabilitation has restored this pumping rate.
4	Napier Field Headqtrs.	400	550	Records indicate that this well was previously permitted for 550 GPM. Previous rehabilitation has restored this pumping rate.
9	601 W. Powell Street	400	500	Records indicate that this well was previously permitted for 500 GPM. This well is scheduled for rehabilitation in 2018 and Dothan Utilities expects to restore this pumping rate.
11	1517 S. Alice Street	400	500	Records indicate that this well was previously permitted for 500 GPM. This well is currently offline for rehabilitation and Dothan Utilities expects to restore this pumping rate.
12	516 Greentree Avenue	400	500	Records indicate that this well was previously permitted for 500 GPM. This well is scheduled for rehabilitation in 2018 and Dothan Utilities expects to restore this pumping rate.
14	1821 Cottonwood Rd.	400	600	Records indicate that this well was previously permitted for 500 GPM. Recent rehabilitation has restored the pumping rate to 600 GPM.
15	1114 Twitchell Rd.	400	500	Records indicate that this well was previously permitted for 500 GPM. This well is scheduled for rehabilitation in 2018 and Dothan Utilities expects to restore this pumping rate.
17	407 E. Spring Street	500	565	Records indicate that this well was previously permitted for 565 GPM. Recent rehabilitation has restored this pumping rate.
21	575 Hodgesville Road	500	600	Records indicate that this well was previously permitted for 600 GPM. Recent rehabilitation has restored this pumping rate.
23	2805 Horace Shepard	600	800	Records indicate that this well was previously permitted for 800 GPM. Previous rehabilitation has restored this pumping rate.
28	1331 Prevatt Road	800	950	Records indicate that this well was previously permitted for 850 GPM. Recent rehabilitation has restored the pumping rate to 950 GPM.

**Resolution No.** \_\_\_\_\_ executing the Water Supply Permit Modification Application with ADEM and issuing a check in the amount of \$800.00 for the application fee.

**Section 2.** That Mike Schmitz, Mayor of said City and in such capacity is hereby authorized and directed to sign said modification application for and in the name of the City of Dothan, Alabama, which shall be attested by the City Clerk.

**PASSED, ADOPTED AND APPROVED ON** \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Associate Commissioner – District 1

\_\_\_\_\_  
Associate Commissioner – District 2

\_\_\_\_\_  
Associate Commissioner – District 3

\_\_\_\_\_  
Associate Commissioner – District 4

\_\_\_\_\_  
Associate Commissioner – District 5

\_\_\_\_\_  
Associate Commissioner – District 6

**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan Little Choctawhatchee Wastewater Treatment Plant (WWTP) operates under the AL Department of Environmental Management (ADEM) NPDES Permit No. AL0047465; and

**WHEREAS**, the City of Dothan has a need to replace the existing SCADA equipment and upgrade the operations software located at the Little Choctawhatchee WWTP to ensure compliance with the NPDES Permit No. AL0047465; and

**WHEREAS**, bids were opened for this project on December 13, 2016, and the City received bids from two (2) bidders; and

**WHEREAS**, staff recommends that the City of Dothan enters into contract with the lowest responsive and responsible bidder, Revere Control Systems, Inc. of Birmingham, AL to award the bid amount of \$117,382.00; and

**WHEREAS**, funds shall be utilized from the Dothan Utilities budget for FY 2017 from Account Number 401-8560-585.60-64 for an amount of \$117,382.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan, at the recommendation of the Dothan Utilities Director, awards the bid, enters into contract, and issues the Notice of Award, Notice to Proceed, and other related documents to Revere Control Systems, Inc. for SCADA System Hardware and Software Upgrades for the Little Choctawhatchee WWTP for the sum of \$117,382.00, which said contract follows:



**CITY OF DOTHAN BID TABULATION SHEET**

BID #: 15-087

Bid Opening Date: 12/13/16	Reverse Control Systems Inc. Birmingham, AL	Schmidt Environmental Construction, Inc. Auburn, AL		
Department: Dothan Utilities Commodity/Sub-commodity Code: 720-64, 968-95				
<b>Description</b> SCADA System Hardware & Software Upgrades for Little Choctawhatchee WWT Plant, including the Material, Labor, Equipment, & Installation to Construct, Provide, Test & Technical Assistance to Commission the Upgrades:				
Quantities 1 (more or less): Item 1: 3 Servers - Dell PowerEdge 630 or Equal Rackmount Primary Server to include: Domain Controller, HMI server, 1 with each of the following Terminal Server or Viewpoint Serve or Hstorion Server, Asset Server, VantagePoint Server.	\$ 54,758.00	\$ 39,500.00	\$ -	\$ -
Lump Sum Price:	\$	\$	\$	\$
Item 2: Workstations - Quantities: 2 Dell Precision 6810 Tower Workstation or Equal (Engineering Workstation 1 and Client Tower Workstation) and 1 Dell Precision 6510 Laptop or Equal (Engineering Workstation 2/Laptop).	\$ 12,927.00	\$ 10,880.00	\$ -	\$ -
Lump Sum Price:	\$	\$	\$	\$
Item 3: Software/Integrations:	\$ 49,687.00	\$ 39,520.00	\$ -	\$ -
Lump Sum Price:	\$	\$	\$	\$
Total:	\$ 117,382.00	\$ 89,900.00	\$ -	\$ -

**DESCRIPTION:**

This bid is to upgrade the Supervisory Control and Data Acquisition (SCADA) Hardware and Software for Little Choctawhatchee Wastewater Treatment Plant. SCADA is a computer system for gathering and analyzing real time data.

*Charlotti Shivers*  
Purchasing Agent Approval

DEPARTMENT APPROVAL COMMENTS:  
Award bid to Reverse Control Systems. low bidder.  
Schmidt Environmental is not a Raktul Automation Solution Provider required per the bid specifications.

Resolution #: \_\_\_\_\_  
Resolution Date: \_\_\_\_\_  
Returned to Department: \_\_\_\_\_

*Angie Allen* 12/14/16  
*Buddy Mayes* Dec 14, 2016

**NOTICE OF AWARD**

Date:

Project: SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP

Owner: City of Dothan, Alabama

Contractor's Address:

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for: **SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP** awarded on \_\_\_\_\_.

The Price of your Contract is \$ \_\_\_\_\_.

4 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information for Bidders, and General Conditions Section 33.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Dothan, Alabama  
Owner

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

**NOTICE TO PROCEED**

**PROJECT: SCADA System Hardware And Software Upgrades for Little Choctawhatchee WWTP**

Date:

To:

You are hereby notified to begin WORK on the referenced project on or by \_\_\_\_\_, 2016.  
The contract time is one hundred and twenty (120) calendar days. Therefore the date of completion of all WORK is \_\_\_\_\_, 2017.

***OWNER: CITY OF DOTHAN***

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above *NOTICE TO PROCEED* is hereby acknowledged by:

\_\_\_\_\_  
This \_\_\_\_ day of \_\_\_\_\_, 2016

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF SECTION

**CONTRACT FORM**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between City of Dothan, Alabama, herein called "Owner", acting herein  
through  
(Corporate Name of Owner)

its Mayor, and \_\_\_\_\_  
(Title of Authorized Official) (a corporation)

of \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_,

herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and contracts hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP**

hereinafter called the "Project", for the turn-key lump sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Dothan, Dothan Utilities herein entitled the Owner.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties of these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

City of Dothan, Alabama  
(OWNER)

\_\_\_\_\_  
(City Clerk)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

Mayor  
(Title)

(Seal)

ATTEST:

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Secretary)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a Corporation, Secretary should attest.



**City of Dothan, AL  
Invitation to Bid**

*Charlotte Langford  
Purchasing Agent  
Finance Department*

**City Department Requesting Bid:**

***Dothan Utilities***

**Mailing Address: Attention: Purchasing  
P O Box 2128  
Dothan, Alabama 36302**

**BID NUMBER: 16-087**

**Street Address: 126 North Saint Andrews Street  
(Hand Delivering) 2nd Floor – Room 213  
Dothan, Alabama 36303**

**BID OPENING: 12/06/16  
Time: 2:00 PM  
Commission Chambers**

**Telephone: (334) 615-3154**

**Fax: (334) 615-3149**

**For questions regarding purchasing procedures contact Charlotte Langford, Purchasing Agent. All other questions, to include specifications or technical information, please contact the City Department that is requesting the bid.**

**FOB: Dothan Utilities, 200 Kilgore Drive, Dothan, Al. 36301. Contact Person: James Hancock (334) 726-5688**

**Bid on SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP**

**Commodity/Sub-Commodity Codes: 720-64, 968-95**

Revere Control Systems Inc.                      December 12, 2016                      205.910.6530

<b>Company Name (Must Equal Payee Name)</b>	<b>Date</b>	<b>Telephone</b>	
2240 Rocky Ridge Road	Birmingham	AL	35216
<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>

David Paden

**Printed Name of Bidder**

**Signature**

dpaden@reverecontrol.com

**Email Address**

## CONTENTS

1. Advertisement for Bids	
2. Alabama Immigration Law	
3. General Instructions to Bidders	
4. Sales Tax Exemption Form	
5. Bid	B 1-9
6. Basis of Payment	BP 1-2
7. Notice of Award	NA 1
8. Notice to Proceed	NP 1
9. Contract Form	C 1-2
10. Performance Bond	PB 1-2
11. Payment Bond	PB 3-4
12. General Conditions	GC 1-22
13. Summary of Work	01010 1-2
14. Project Submittals	01340 1-7
15. Contract Closeout	01700 1-4
16. Operations and Maintenance Documentation	01820 1-3
17. Technical Specifications	02000 1-12

**ADVERTISEMENT FOR BIDS**

**SCADA System Hardware And Software Upgrades For Little Choctawhatchee WWTP,  
City of Dothan, Alabama**

Scaled bid for the **SCADA System Hardware And Software Upgrades For Little Choctawhatchee WWTP** will be received by the City of Dothan, office of the Purchasing Agent, until 2:00 P.M. local time, Dec. 6, 2016.

Mailing Address: P.O. Box 2128  
Dothan, Alabama  
36302

Street Address: 126 N. Saint Andrews St.  
Dothan, Alabama 36303

Dothan Utilities Department desires to solicit qualified bid proposals to provide required equipment and services to upgrade the existing SCADA servers currently in place at the Little Choctawhatchee Wastewater Treatment Plant (WWTP). The upgrade shall include new server hardware with virtualization, client workstations, and software upgrades. Project shall include the cost for material, labor, equipment, and installation to build and provide a complete and operable system. Bidders must be a current Rockwell Automation Solution Provider.

The plans, specifications, and other contract documents may be examined at the following location:

CITY OF DOTHAN  
Dothan Utilities Complex  
200 Kilgore Drive  
Dothan, AL 36301

All prospective bidders are encouraged to arrange with the Owner, a site visit to the location before submitting a proposal. Site visits may be scheduled by calling James Hancock at 334-726-5688. The deadline for site visits and submittal of questions in writing will be no later than Tuesday, Nov. 29, 2016.

The owner reserves the right to waive any informality or to reject any or all bid proposals.

Each bidder must deposit with his bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders.

Each bidder shall comply with all applicable State and Local laws concerning licensing, registration, and regulation of firms doing business in the State of Alabama.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Mike Schmitz, Mayor  
CITY OF DOTHAN, ALABAMA

## ALABAMA IMMIGRATION LAW

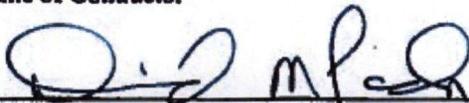
Bidders must comply with Section 31-13-9, Code of Alabama 1975. If the bidder employs persons in the State of Alabama, then the bidder must provide documentation that they are enrolled in the E-Verify program along with the bid. A copy of the Memorandum of Understanding (MOU) entered into between the contractor/business and the Department of Homeland Security to use the E-Verify system will suffice as sufficient documentation of enrollment. Any subcontractors who work with general contractors who have been awarded contracts by the City must be enrolled in E-Verify. The general contractor should be aware of this requirement and have a system for assuring compliance. However, the City is not responsible for assuring a subcontractor's compliance.

The award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama.

"By signing this contract, 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."

Revere Control Systems Inc.

\_\_\_\_\_  
Name of Contractor



\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

*Chief Operating Officer*

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

*David M. Paden*

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**GENERAL INSTRUCTIONS TO BIDDERS**  
Please read carefully as changes have been made.  
Revised 8/25/16

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**Please Read, Sign and Return the Acknowledgement with Bid**

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1. Section 11-43-12 of the Code of Alabama, 1975, prohibits elected officials, officers or employees of a municipality from being directly or indirectly involved in business with the municipality. This law has been interpreted by the Attorney General's Office of the State of Alabama to include employees and their spouses. If you are a city employee or a spouse of a city employee, you may not be eligible to bid. If you or your spouse; as city employees, are stockholders in a family held business that is attempting to bid on a city contract, you may not be eligible to bid. Exceptions do exist so contact the City of Dothan Purchasing Agent, Charlotte Langford; at (334) 615-3154 should you have questions and need clarification.
  
2. Any Contractor desiring to bid on any work for the City of Dothan as set forth in, and in the amount established by "The State of Alabama Licensing Board For General Contractors", (to include future amendments), shall be licensed by the State of Alabama before a prime contractor can qualify to submit bids in the state of Alabama (34-8-8). General Contractor's license number shall be written on the outside of the bid envelope to be considered. To determine when a General Contractor's license is required the definition follows. General Contractor - one who undertakes to construct or superintend the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking including labor and materials is \$50,000 or more or for swimming pool construction of \$5,000 or more. A prime contractor may receive bids from unlicensed subcontractors, however the subcontractor must be licensed before beginning work (34-8-7). A prime contractor awarding a subcontract becomes an awarding authority. Consequently, if a contract in the amount of \$50,000 (\$5,000 swimming pools) or more including material and labor is awarded by an awarding authority to an unlicensed contractor — or an unlicensed subcontractor is allowed to begin work, both the awarding authority, contractor, or subcontractor are in violation and are subject to penalties.
  
3. Each bid must be submitted in a separate sealed envelope addressed to the Purchasing Agent, City of Dothan, Attention: Purchasing, P. O. Box 2128, Dothan, Alabama 36302. Hand delivered bids should be delivered to Purchasing Agent, City of Dothan, Attention: Purchasing, 126 N St Andrews Street, Suite 213, Dothan, AL 36303. FAXED or EMAILED bids will not be accepted. All bidders must use our bid form and show on the OUTSIDE of the envelope the bid number, item, department, opening date and State of Alabama General Contractor's License Number, when applicable. Any bid received after the bid opening date and time will not be opened

GENERAL INSTRUCTIONS TO BIDDERS – *Continued*

or considered. If your bid is a "NO BID", please indicate it on the outside of your mailing envelope. Provide an original and one copy of your bid (unless noted otherwise).

4. All bid openings are open to the public and will be held in the City Commission Chambers located at 126 North Saint Andrews Street, Dothan, Alabama on the second floor of the Roy Drigger's Municipal Building/Civic Center. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications. Pre-bid conferences will be held at the location indicated on the bid invitation. The City of Dothan is located in the central time zone. Late bids cannot be considered.
5. The City of Dothan provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or handicap in consideration for an award.
6. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service the City of Dothan is seeking to specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
7. The name of a certain brand, make, manufacturer, or definite specification is to denote design intent and the quality standard of the article desired but does not restrict the bidder on the specified brand, make, manufacturer or specification names, unless otherwise noted. It is set forth to convey the general style, type, character, and quality of the article desired by the City of Dothan. Whenever a brand, make, manufacturer, or the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named. However, the vendor should be aware that the City may reject the alternate, depending on whether the substitute material can meet the specifications and design intent of the specified material. The City and the architect will not review substitute materials during bidding, unless specifically requested in the specifications and should a vendor feel he has an "equal or better" alternate product/good, the vendor may bid that alternate, but should also verify for himself the material can meet the specifications when submitted later during construction for review.
8. It will be assumed that all bids are based upon the specifications unless the bidder stipulated to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications, may offer the same on an optional basis.
9. If it becomes necessary to revise any part of this, an addendum will be posted the City of Dothan Purchasing website at <https://www.ebidexchange.com/dothan>. The City of Dothan is not bound by any oral representations, clarifications, or changes made in the

**GENERAL INSTRUCTIONS TO BIDDERS – Continued**

written specifications by the City's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.

10. When new equipment is stipulated, the bidder shall guarantee that the units submitted for their bid shall be new, and of the latest and most improved model of the current production, and shall be of first quality as to workmanship and materials used in said units. All modification shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted.
11. All bids shall be typewritten or in ink on the form(s) prepared by the City. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
12. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Changes to bid price shall not be made with white-out.
13. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in this bid. The City of Dothan is tax exempt by law – Code of Alabama – Title 40, Section 24, Sub. Section 4, Paragraph 11.
14. Prices quoted to the City of Dothan shall remain firm for a minimum of 60 days from the date of opening of the bid, unless so stated differently in the bid.
15. Bids may be amended or withdrawn by the vendor or his authorized representative, up until the scheduled opening time; no bid may be amended thereafter regardless of the circumstances.
16. The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
17. A 24-hour notice is to be given when material is delivered to the Dothan Utilities Department. Receiving hours for material delivered to the Dothan Utilities Department are to be between the hours of 7:00 a.m. and 2:00 p.m. Major material delivered to the City's Dothan Utilities Department shall be single stacked on an open trailer. Shipments not in compliance will be refused. The Supervisor of Stores and Warehouse must approve exceptions to this requirement prior to shipment and can be reached at (334) 615-3300.

GENERAL INSTRUCTIONS TO BIDDERS – Continued

18. The City of Dothan is to be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation to Bid.

19. The bidder shall assume full responsibility for warranty of all components of the equipment. The manufacturer's standard warranty shall be enclosed.

20. Performances and Surety Bonds –

A Bid Bond in the amount of 5% not to exceed \$10,000.00 for repair to or construction of public works having a value in excess of \$50,000 must be replaced by a performance bond in the amount of 100% of the bid price and a surety bond in the amount of 100% of the contract price upon award of the contract (purchase order). These bonds will remain in effect until completion of the contract.

(a) Final payment on contracts for repairs to or construction of public works cannot be made until the contractor places an advertisement in a newspaper of local circulation once a week for four (4) consecutive weeks and until a thirty (30) day waiting period elapses after the final advertisement, except for contracts of less than \$50,000 which must be advertised one time and the contractor must submit a sworn statement that all bills have been paid.

21. The City of Dothan reserves the right to request a demonstration of any and all items bid before making the award.

22. Termination of Contract: The City of Dothan may terminate the contract, in whole or in part, without showing cause upon giving at least a thirty (30) days written notice to the contractor. The City and the contractor may agree upon reasonable termination costs to be paid to the contractor which amount shall include payment for goods or services delivered and accepted up to the date of termination.

~~23. The City of Dothan gives a 3% preference based on cost to local vendors in the award of bids for personal property. This local preference shall be given to vendors who have a City of Dothan business license and a place of business located within the City of Dothan. The physical address given on the bid submission sheet will be the address used to determine whether or not the 3% local preference shall apply. Please indicate the company's physical address on the first page of the bid documents. Preference only applies to purchase of tangible personal property and not contracts involving materials and services (construction, demolition, services or professional services). AG's Opinion # 02-198.~~

**GENERAL INSTRUCTIONS TO BIDDERS – *Continued***

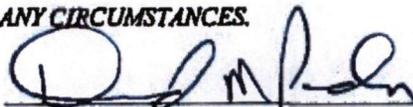
24. In the event of a tie bid, the 3% local bidder preference will be applied first. If the local bidder preference does not apply, the awarded bidder will be determined by a coin toss by the department head and purchasing agent with a witness.
25. The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof: waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to accept or reject any proposals within a bid when they are deemed to be in the best interest of the City.
26. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Dothan harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
27. All items bid will be inspected by a representative of the City of Dothan upon delivery to ascertain compliance with specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
28. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes:
  - a. Failure to use the bid forms furnished by the City of Dothan.
  - b. Lack of signature by an authorized representative on the bid form.
  - c. Failure to properly complete the bid form and vendor compliance.
  - d. Evidence of collusion among bidders.
  - e. Unauthorized alteration of the bid form.
29. The City of Dothan assumes no legal liability to purchase items or services under any annual/semi-annual contract until funds are appropriated for that particular fiscal year.
30. Any actual or prospective bidder, offerer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows or should have known of the facts given rise thereto. If the protest is not resolved by mutual agreements, the Purchasing Agent will promptly issue a decision in writing to the Protestant and any other party intervening. If the Protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the governing body, through the Purchasing Agent. The decisions of the governing body will be final.

**GENERAL INSTRUCTIONS TO BIDDERS – Continued**

31. Any business having nexus in the City of Dothan shall obtain a City of Dothan business license prior to bid award.
32. Should a vendor decide not to honor a contract, the City of Dothan has the right to re-bid the item or take the second low bid.
33. The contract documents contain several items requiring the contractor to provide shop drawings sealed by an Alabama engineer. This is to allow the fabricators and vendors flexibility in how they fabricate the various items, but also requires them to ensure quality control and code compliance in the decisions they make. The following is a list of items requiring engineer sealed shop drawings. More information can be found in the plans and specifications for each.
  - a. Segmental retaining walls
  - b. Substitute concrete retaining walls (if substituted for segmental)
  - c. Metal stairs for buildings
  - d. Engineered trusses for buildings
  - e. Pre-engineered structures (pavilions and maintenance building)
34. Before a federally funded bid is awarded, the bidder must be registered at [www.Sam.gov](http://www.Sam.gov).

**ACKNOWLEDGEMENT**

***I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION, BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING, OR OTHERWISE. I ALSO CERTIFY THAT UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEMS ON THIS BID UNDER ANY CIRCUMSTANCES.***



*Signature of Bidder*

David M. Paden

*Name of Bidder (Typed or Printed)*

***Vendor in violation shall be subject to debarment from bidding on future City of Dothan Invitations for Bid.***

## NOTICE TO ALL BIDDERS-BID RESULTS

*The Purchasing Division of the City of Dothan will no longer routinely mail copies of bid results to companies submitting bids on items for the City. Should your company want to receive a copy of the bid tabulation for a particular bid, please login to the purchasing website at: <https://www.ebidexchange.com/dothan> to print the awarded bid tabulation sheet. The awarded bid tab sheet will be posted after City of Dothan Commission approves the bid award. Should you require more information than the overall bid results, please email [purchasing@dothan.org](mailto:purchasing@dothan.org)*

*including specifics to our department and we will be glad to include the information requested. Bid information will not be given over the telephone or facsimile.*

*Should you have any questions, please call (334) 615-3154. Your cooperation will be appreciated.*

*Sincerely,*

*Charlotte Langford*

**Charlotte Langford**

**Purchasing Agent**

**Acknowledgement of Compliance**

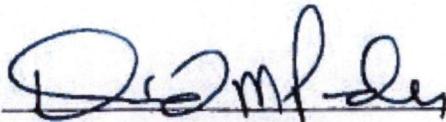
**With**

**Section 11-43-12 Code of Alabama 1975**

**(General Instructions to Bidders and Resolution)**

*I hereby acknowledge that I have read and understand Sec 11-43-12 Code of Alabama 1975 and acknowledge that my business is in compliance with said Code of Alabama.*

*Vendors' in violation of the aforementioned code of Alabama 1975 shall be subject to debarment from bidding on future City of Dothan Invitations for bid.*



*Signature of Bidder*

David M. Paden

*Name of Bidder (Typed or Printed)*

## IS YOUR BID COMPLETE?

### Enclosed:

- Performance Bond-If Requested
- A Signed Alabama Immigration Compliance Form
- An Original and One copy of your bid package
- Signed Acknowledgement of Compliance with Code of Alabama
- Signed Acknowledgement That Specifications are Read and Understood & of Non-collusion (Provide a Copy of City of Dothan Business License if your company currently has a business license. A City of Dothan business license will be required prior to bid award)
- The Physical Address of the Company and Email Address for Bid Award Notifications is listed on the First Page of the Bid Response

### Compliance:

- Have you written your Company Name, the Bid Invitation Number, General Contractor's State of Alabama license number and Opening Date on the OUTSIDE of the Bid Package/Envelope?

All of the above may not apply to every bid.

If you have a question as to whether or not a specific item applies, please contact Charlotte Langford, Purchasing Agent, at (334) 615-3154.

**ALABAMA'S NEW SALES TAX EXEMPTION PROCEDURE FOR CONTRACTS  
CONTAINING MATERIALS EFFECTIVE JANUARY 1, 2014**

**Revised 5/31/16**

**In the past:**

If a City wanted to save the sales taxes on the materials part of a construction contract, the City would enter into a purchasing agreement with the contractor and pay for the materials with City funds; all contractor material invoices would be invoiced to the City and checks were issued by the City from a special checking account set up for that purpose.

The City may still choose to proceed in the previous manner. There is no law against that. The new law provides an easier method to accomplish the tax exemption savings benefit.

**The new law:**

Act 2013-205 granted the Alabama Department of Revenue the authority to issue certifications of exemption from sales tax to contractors for work on certain governmental construction projects, beginning January 1, 2014. The exemption applies to the purchase of building materials and construction materials to be used in the construction of a building or other projects for the City of Dothan with the exception of any highway, road, or bridge project.

The intent of this act is to lower the administrative cost for the governmental entity, contractor and subcontractor for public works projects. It is not the intent of this act to change the basis for determining professional services from fair market value, which may include sales and use taxes.

**Exempt Entities (City of Dothan) shall:**

1. Provide for an accounting for the tax savings on the bid form.
2. Complete an application (Form ST:EXC-01) for each tax exempt project and submit the application to the Alabama Department of Revenue for each project. The Alabama Department of Revenue will approve the City of Dothan project. A unique project number will be assigned for each project.
3. Provide a copy of the awarded contract for each project to the Alabama Department of Revenue by email.

**The Contractor and sub-contractors shall:**

1. Be licensed by the State of Alabama prior to contract award.
2. Provide a copy of the contract showing they were awarded the bid in addition to a list of all subcontractors working on the project to the Department of Revenue.
3. Apply per project to the Department of Revenue for a sales and use tax certificate of exemption (form STEC-1). The general contractor and every subcontractor working on the project will be required to apply for exemption certificate for each project.

4. Department of Revenue approves or denies the form.
5. Maintain an accurate cost accounting of the purchases and use of the tax exempt property used in the construction project. Reports all exempt purchases to the Department of Revenue on their monthly consumers use tax return. Reporting is a prerequisite to renewal of certificate of exemption for the contractor.

**Penalties:**

The Department of Revenue may assess any contractor with sales and use taxes on items not properly accounted for. Intentional misuse of the sales tax exemption by a contractor may be subject to civil penalty in the amount of a minimum of \$2,000 or two times any sales and use tax due for property and the contractor may be barred from use of the exemption certificate for up to two years.

**Prior Contracts/Change Orders:**

This act will not apply to any contract entered into prior to Jan 1, 2014, nor to change orders or contract extensions, including revised, renegotiated, or altered contracts, when the original contract was entered into prior to Jan 1, 2014.

**Contact Information Department of Revenue:**

The completed application and copy of the contract for each project can be scanned and e-mailed or mailed to the address below:

**E-mail Info:**

**Amber Hartley [STExemptionUnit@revenue.alabama.gov](mailto:STExemptionUnit@revenue.alabama.gov)**

**Alabama Department of Revenue**

**Sales and Use Tax Division**

**P.O. Box 327710**

**Montgomery, AL 36132**

**Example of tax savings to City:**

**\$500,000 materials @ 5% sales tax savings = \$25,000 actual savings to the City of Dothan**

**While the local sales tax rate is 9%, the City of Dothan's part of that sales tax is 4% so the 4% tax exemption savings and lost revenue would offset. The true savings would be the remaining 5%.**

**Threshold amount:**

There is no threshold amount for these projects set by law.

**Failure of Contractor to Perform Requirements:**

Should a contractor fail to perform his requirements for the sales tax exemption, the contractor cannot come back and demand payment from the City of Dothan. If the contractor does not behave in good faith, the contractor is subject to penalty and no tax exemption will be approved for his company for up to two years.

The City of Dothan would not be responsible for sales taxes previously exempted due to a contractor or sub-contractor's misuse of the sales tax exemption.

### **How to Complete Form C-3 Accounting of Sales Tax**

**In your bid you will not include sales taxes on materials that are specifically used for the job your company is bidding. If your company will use materials or equipment again for other jobs, the sales tax exemption will not apply and those materials will not be included in your sales tax exempt materials.**

**The State of Alabama requires bidders to complete the C-3 form, showing the amount of estimated sales tax exemption on materials. This form is for information purposes only. Form C3 has no bearing on amounts added or deducted for alternates for your bid. Failure to complete and include the form in your bid will result in nonresponsive bidder status for your bid.**

**Remember you have not included the sales tax in your bid.**

**The sales tax rate for the City of Dothan is 9% (City, State and County sales tax).**

**To complete form C-3 for the base bid estimated sales tax amount, refer to your bid. Take the base bid total tax exempt materials figure, multiple by 9%. The total will be entered on the first line of form C3.**

**Then for each alternate, refer to your bid, take the total tax exempt materials figure for each alternate, multiple by 9% and enter that figure on form C3 by the corresponding alternate. Also enter the keywords for the alternate.**

**If you have any questions call Charlotte Langford, Purchasing Agent (334)615-3154.**

**ACCOUNTING OF SALES TAX**  
**Attachment to ABC Form C-3**  
**Proposal Form**

To: City of Dothan, AL Date: 12/13/2016  
(Awarding Authority)

NAME OF PROJECT SCADA System Hardware & Software Upgrades For Little  
Choctawhatche WWTP

**SALES TAX ACCOUNTING**

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

**ESTIMATED SALES TAX AMOUNT**

BASE BID: \$ 10,564.38

Alternate No. 1 (.....) (add) (deduct \$ \_\_\_\_\_)  
(Insert key word Alternate)

Alternate No. 2 (.....) (add) (deduct \$ \_\_\_\_\_)

Alternate No. 3 (.....) (add) (deduct \$ \_\_\_\_\_)

Alternate No. 4 (.....) (add) (deduct \$ \_\_\_\_\_)

Alternate No. 5 (.....) (add) (deduct \$ \_\_\_\_\_)

Alternate No. 6 (.....) (add) (deduct \$ \_\_\_\_\_)

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Revere Control Systems Inc.

Mailing Address 2240 Rocky Ridge Road Birmingham, AL 35244

\*By (Legal Signature) *David M. Paden*

\* Name (type or print) David M. Paden

\* Title Chief Operating Officer

Telephone Number 205.824.0004



**BID**  
**SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP**  
**City of Dothan, Alabama**

Date December 13, 2016

Proposal of Revere Control Systems Inc.

(hereinafter called "Bidder")\* a corporation, organized and existing under the laws of the State of  
Alabama, \* a partnership, or an individual doing business as a corporation  
to the City of Dothan, Alabama

(hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bid for the construction of SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP, City of Dothan, Alabama, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. The Bidder further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in the contract documents.

Bidder Acknowledges receipt of the following addenda:

Addendum 1 Dated December 7, 2016  
\_\_\_\_\_  
\_\_\_\_\_

**BID SCHEDULE**  
**SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP**  
**City of Dothan, Alabama**

**Little Choctawhatchee WWTP - 412 Clearwater Dr, Dothan, AL 36303**

**Bid Item 1: Servers**

Price shall include the material, labor, equipment, and installation to construct, provide, test and provide technical assistance to commission the following items:

Quantity	Item Description
1	Dell PowerEdge 530 or Equal Rackmount Primary Server to include: domain controller, HMI server, terminal server
1	Dell PowerEdge 530 or Equal Rackmount Secondary Server to include: domain controller, HMI server, ViewPoint server
1	Dell PowerEdge 530 or Equal Rackmount Historian Server to include: historian server, asset server, VantagePoint server

Price to include installation, start-up assistance, owner training, as-built drawings provided in Owner-specified format, and all related electrical works-complete with all accessories, as required to have turn-key operation. The undersigned proposes to furnish all material, equipment, and labor required for the complete project, and to perform all work in strict accordance with all Contract Documents for the following turn-key lump sum prices:

Total Cost of Labor	\$ _____
Total Cost of Material (shall not include sales tax)	\$ <u>54,758.00</u>
Total Cost of Other	\$ _____
<b>Total Cost of Bid Item No. 1</b>	<b>\$ <u>54,758.00</u></b>

**Figures**

**\$ Fifty Four Thousand Seven Hundred Fifty Eight Dollars and No Cents**

**Words**

**Bid Item 2: Workstations**

Price shall include the material, labor, equipment, and installation to construct, provide, test and provide technical assistance to commission the following items:

Quantity	Item Description
2	Dell Precision 5810 Tower Workstation or Equal (Engineering Workstation 1 and Client/Tower Workstation)
1	Dell Precision 5510 Laptop or Equal (Engineering Workstation 2/Laptop)

Price to include installation, start-up assistance, owner training, as-built drawings provided in Owner-specified format, and all related electrical works-complete with all accessories, as required to have turn-key operation. The undersigned proposes to furnish all material, equipment, and labor required for the complete project, and to perform all work in strict accordance with all Contract Documents for the following turn-key lump sum prices:

Total Cost of Labor	\$ _____
Total Cost of Material (shall not include sales tax)	\$ 12,927.00
Total Cost of Other	\$ _____
<b>Total Cost of Bid Item No. 2</b>	<b>\$ 12,927.00</b>

Figures

\$ Twelve Thousand Nine Hundred Twenty Seven Dollars and No Cents  
Words

**Bid Item 3: Software/Integrations**

Price shall include the material, labor, equipment, and installation to construct, provide, test and provide technical assistance to commission the following items:

Quantity	Item Description
1	Microsoft Terminal Server Licensing
1	VMWare Virtualization Software
2	Rockwell FactoryTalk View SE HMI Server (100 Display)
2	Rockwell FactoryTalk View SE Data Server
2	Rockwell RSLinx Enterprise
2	Rockwell RSLinx Gateway
1	Rockwell FactoryTalk Historian
1	Rockwell FactoryTalk AssetCentre w/ PDC
1	Rockwell FactoryTalk AssetCentre Client
1	Prime Technologies Pro Cal V5
1	Prime Technologies Pro Cal V5 Client
1	Rockwell Spectrum Connects and Hart OPC Server
1	Microsoft SQL Server

- 1 Rockwell FactoryTalk VantagePoint
- 1 Microsoft Office (Software and License by Owner)
- 5 Rockwell FactoryTalk ViewPoint (5 clients)
- 1 Rockwell RSLogix 5000 Professional
- 1 Rockwell Win-911 Professional with FactoryTalk Alarm and Events

Price to include installation, start-up assistance, owner training, as-built drawings provided in Owner-specified format, and all related electrical works-complete with all accessories, as required to have turn-key operation. The undersigned proposes to furnish all material, equipment, and labor required for the complete project, and to perform all work in strict accordance with all Contract Documents for the following turn-key lump sum prices:

Total Cost of Labor	\$ 20,544.00
Total Cost of Material (shall not include sales tax)	\$ 29,153.00
Total Cost of Other	\$ _____
<b>Total Cost of Bid Item No. 3</b>	<b>\$ 49,697.00</b>

**Figures**

**\$ Forty Nine Thousand Six Hundred Ninety Seven Dollars and no Cents**

**Words**

**TOTAL BID AMOUNT (ITEM No. 1, No. 2, and No. 3) \$ 117,382.00**

**Figures**

**\$ One Hundred Seventeen Thousand Three Hundred Eighty Two Dollars and no Cents**

**Words**

In submitting this bid, Bidder represents that:

1. Amounts are to be shown in both words and figures. In case of discrepancy, the amount in words will govern.
2. The above price shall include all labor, material, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds specified.

3. Bidder agrees that the Work shall be complete within ONE HUNDRED TWENTY (120) CALENDAR DAYS after the Notice to Proceed date.
4. Bidders are required to have the following certifications and licensing at a minimum:
  - a. Current Rockwell Automation Solution Provider, and
  - b. General Contractor License in the State of Alabama
5. The list of parts, equipment and components are not intended to be exhaustive of the makeup of each unit. It is provided to illustrate quality standard and approved manufacturers of each part listed and the required placement within each panel. (See Appendix A). It is the responsibility of the contractor to confirm and provide all materials required to provide a complete system.
6. Where any part is specified by size or type, such part listing shall be considered as if followed by the words "or as required", whether or not such words appear. The contractor is responsible for notifying the Owner of any inappropriate brand name, component and or equipment type or size, and to provide a suitable substitute.
7. Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or OWNER approved equal", whether or not such words appear.
8. Bidder has examined and carefully studied the Bidding Documents and Addenda, receipt of which is acknowledged in the Bid Specification.
9. Bidder agrees to comply with all applicable State and Local laws and regulations of doing business in the State of Alabama.
10. The Work shall be completed in accordance with the Basis of Payment, Summary of Work and the Contract Specifications.
11. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents.
12. Bidder understands that the Owner reserves the right to reject any or all bids and waive any informality in the bidding.
13. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
14. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in this bid. FOB: Little Choctawhatchee WWTP, 412 Clearwater Drive, Dothan, Al. 36303.

15. Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 33 of the General Conditions. The bid security attached in the sum of (\$ 5% of amount bid ), to a maximum of \$10,000.00, is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Signed this 12<sup>th</sup> day of December, 2016.

Respectfully submitted,

ATTEST:

Brenda E. Holliman  
Secretary

BY: [Signature]

Chief Operating Officer  
(Title)

2240 Rocky Ridge Road  
(Business Address)

(SEAL)\*



Birmingham, AL 35216  
(City State and Zip Code)

\*NOTE: If Contractor is a corporation, Secretary should attest Seal. Seal is required if Bidder is a corporation.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Revere Control Systems, Inc. \_\_\_\_\_ as Principal, and \_\_\_\_\_  
The Hanover Insurance Company \_\_\_\_\_ as Surety, are hereby held and firmly bound unto  
City of Dothan, Alabama \_\_\_\_\_ as Owner in the penal sum of \_\_\_\_\_  
Five Percent of the Total Amount Bid but Not to Exceed \$10,000.00 for the payment of which will and truly  
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

Signed this \_\_\_\_\_ 13th \_\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_, 2016 .

The condition of the above obligation is such that whereas the Principal has submitted to the City  
of Dothan, Alabama, a certain bid, attached hereto and hereby made a part hereof to enter into a  
contract in writing for the \_\_\_\_\_

SCADA System Hardware and Software Upgrades for Little Choctawhatchee WWTP  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE,**

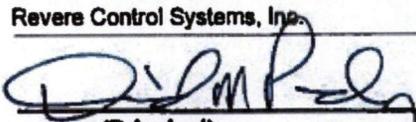
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connections therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

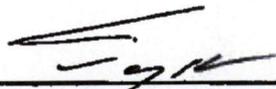
The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



Revere Control Systems, Inc.  
  
(Principal)

The Hanover Insurance Company, Inc.  
(Surety)

By:   
Thomas J. Bole, Attorney-in-Fact  
(SEAL)

1. Date of Bond must be same date as Bid.
2. Bond must be signed or countersigned by Surety's proper Alabama Resident Agent. Date of Power of Attorney shall be same date as Bond.
3. If a Partnership, all partners shall execute Bond.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Thomas J. Bole, Robert B. Berman, Sharon E. Griffith, Gregg A. Tatum and/or Grantland Rice, III**

of Birmingham, AL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of February 2014.



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*Robert Thomas*

Robert Thomas, Vice President

*Joe Brenstrom*

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 28th day of February 2014 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



**BARBARA A. GARLICK**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of December 2016.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*J. Michael Pete*

J. Michael Pete, Vice President

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF Alabama )

COUNTY OF Jefferson )

being first duly sworn, deposes and says that he is Chief Operating Officer  
(Sole Owner, a partner, president, secretary, etc.)

the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communications or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]  
(Affiant)

Sworn to and subscribed before me this 12<sup>th</sup> day of December, 2016.

(SEAL)

Joy Cannon  
Notary Public in and for

Jefferson County Alabama  
(State)

My Commission expires 3/10, 2019.



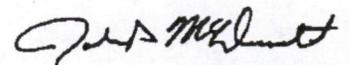


## Revere Control Systems, Inc.

is a Solution Partner in the  
Rockwell Automation PartnerNetwork Program

**2016 Annual Membership**  
Control Solutions



  
John McDermott  
Senior Vice President, Global Sales and Marketing

**Rockwell Automation**  
**PartnerNetwork™**

STATE OF ALABAMA

LICENSE NO.: 21662  
TYPE: RENEWAL

BID LIMIT: U  
AMOUNT: UNLIMITED



# State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

**REVERE CONTROL SYSTEMS INC**

**BIRMINGHAM, AL 35216**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

**E-S: ELECTRICAL AND INSTRUMENTATION**

until **May 31, 2017** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

**121882**

1st day of **May, 2016**

*W. Paul H. Combs*  
SECRETARY-TREASURER

*Alley Whaley*  
CHAIRMAN

Res. No. \_\_\_\_\_ Awarding the SCADA System Hardware and Software Upgrades for the Little Choctawhatchee WWTP bid, entering into contract and issuing a Notice of Award, Notice to Proceed, and other related documents to Revere Control Systems, Inc., continued.

**Section 2.** That Mike Schmitz, Mayor of said City and in such capacity is hereby authorized and directed to sign said documents for and in the name of the City of Dothan, Alabama, which shall be attested by the City Clerk.

**PASSED, ADOPTED AND APPROVED ON \_\_\_\_\_.**

**Attest:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner – District 1**

\_\_\_\_\_  
**Associate Commissioner – District 2**

\_\_\_\_\_  
**Associate Commissioner – District 3**

\_\_\_\_\_  
**Associate Commissioner – District 4**

\_\_\_\_\_  
**Associate Commissioner – District 5**

\_\_\_\_\_  
**Associate Commissioner – District 6**

**BOARD OF CITY COMMISSIONERS**

**Resolution No.** \_\_\_\_\_

**Whereas**, the Environmental Protection Agency is making funds available to determine if property is contaminated or may be contaminated by hazardous substances or other pollutants, and

**Whereas**, City of Dothan Planning Department staff desires to apply for grant funding to assess if environmental contamination exists in the community, and

**Whereas**, Planning Department staff seeks to collaborate with the firm of PPM Consultants to prepare a brownfields assessment grant application.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** Authorizing the City of Dothan Planning Department to collaborate with PPM Consultants to submit an application for a Brownfield's assessment grant to the Environmental Protection Agency in the amount of \$300,000.00 and receive the grant if awarded, which said application follows:



# THE CITY OF DOTHAN, ALABAMA

POST OFFICE BOX 2128 • DOTHAN, ALABAMA 36302 • 334-615-3110

**MIKE SCHMITZ**

MAYOR

[mayor@dothan.org](mailto:mayor@dothan.org)

December 07, 2016

U.S. EPA, Region 4  
Attn: Ms. Barbara Alfano  
Atlanta Federal Center  
61 Forsyth Street, S.W., 10<sup>th</sup> Floor  
Atlanta, GA 30303-8960

RE: City of Dothan, Alabama, 2017 EPA Brownfields Community-wide Assessment Grant Application

Dear Ms. Alfano:

The City of Dothan is pleased to present the following proposal for an Environmental Protection Agency (EPA) Brownfields Community-wide Assessment Grant for petroleum and hazardous substances. We are a one-of-a kind City, and most known for being the "Peanut Capital of the World". Dothan is located in southeastern Alabama, and is made up of 67,708 residents.

An initial brownfields inventory was completed and identified 50 sites, with the majority of these sites situated in the older, downtown area of Dothan where unemployment is higher and poverty is more extensive. Dothan has grown outward, and what remains is an eyesore in the area that was once the heart of our City. These locations all have potential environmental contamination issues due to past land uses at or nearby each site. The inventory includes a former peanut factory, former dry cleaners, former industrial plants, and several former gas stations.

The downtown area has significantly higher rates of poverty and unemployment than the rest of the City, and addressing these properties will allow us to focus on providing assistance to the sensitive populations that reside there. Dothan's minority population is 39.8% and the median household income is less than half of the national average, and these rates more than double in the target area, making it imperative to the well-being of our residents that assessment of

these properties needs to occur. This grant will help provide the funding that we so desperately need to help alleviate environmental justice issues.

With existing community outreach activities well underway, our hope is that this assessment grant will provide our community with environmental and economic improvements that will revitalize and reignite Dothan.

Sincerely,

Mike Schmitz  
Mayor of Dothan

a. Applicant Identification: City of Dothan, Alabama  
126 North Andrews Street  
Dothan, Alabama 36303-4838

b. Funding Requested:

- |                                      |   |
|--------------------------------------|---|
| i) <u>Grant Type:</u>                | Assessment  |
| ii) <u>Assessment Grant Type:</u>    | Community-wide  |
| iii) <u>Federal Funds Requested:</u> | \$300,000   |
| iv) <u>Contamination:</u>            | \$150,000 Hazardous Substances<br>\$150,000 Petroleum |

c. Location: Dothan, Houston County, Alabama

d. Property Information: Not Applicable

e. Contacts:

- |   |  |
|---|--|
| i) PROJECT DIRECTOR<br>Robert (Bob) Wilkerson<br>Planner II, Planning and Development<br>126 North Andrews St., Dothan, AL 36303<br><a href="mailto:bwilkerson@dothan.org">bwilkerson@dothan.org</a><br>Phone: (334)-615-3415 | ii) CHIEF EXECUTIVE<br>Mike Schmitz<br>Mayor of Dothan<br>126 North Andrews St., Dothan, AL<br><a href="mailto:mschmitz@dothan.org">mschmitz@dothan.org</a><br>Phone: (334)-615-3310 |
|---|--|

f. Population:

- i) 67,708 (2011-2015 ACS 5-Year Estimates, American Fact Finder)
- ii) Not Applicable
- iii) Not located in a county experiencing "persistent poverty" where 20% or more of the population has lived in poverty over the past 30 years:
- |            |            |          |          |
|------------|------------|----------|----------|
| 2014=20.1% | 2010=17.9% | 2000=15% | 1993=18% |
|------------|------------|----------|----------|

Source:

[https://www.census.gov/did/www/saipe/data/interactive/saipe.html?s\\_appName=saipe&menu=grid\\_poxy&s\\_state=01&s\\_county=01069&s\\_year=2014,1989,1993,2000,2010](https://www.census.gov/did/www/saipe/data/interactive/saipe.html?s_appName=saipe&menu=grid_poxy&s_state=01&s_county=01069&s_year=2014,1989,1993,2000,2010)

Res. No. \_\_\_\_\_ collaborating with PPM Consultants, continuing.

**Section 2.** That Mike Schmitz, Mayor of the City of Dothan and in such capacity is hereby authorized and directed to sign said application for and in the name of the City of Dothan, which shall be attested to by the City Clerk.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, will be assisting the **Wiregrass Habitat for Humanity** with the Emergency Housing Repair and Weatherization through the budgeting of Community Development Block Grant Funds, for the purpose of operating and providing assistance to low and moderate income households; and

**WHEREAS**, the City of Dothan recognizes the need to improve affordable housing available to families requiring assistance, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$80,000.00 for Emergency Housing Repair and \$33,000.00 for Weatherization improvements under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to assist the program it is necessary to enter into a subrecipient agreement between the City and Wiregrass Habitat for Humanity.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with Wiregrass Habitat for Humanity to support Emergency Housing Repair and Weatherization Improvements identified in the Community Development Block Grant Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and Wiregrass Habitat for Humanity, hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

The City of Dothan, Alabama desires to reprogram CDBG Entitlement funds from cost under runs from completed or cancelled projects in FY 2010, FY 2011 and FY 2012 to activities supporting the goals of the CDBG program. Reprogramed funds in the amount of \$80,000.00 will be used to support Habitat's Emergency Housing Repair program and \$33,000 for Habitat's Weatherization program to preserve and maintain affordable housing units for low and moderate income citizens of Dothan, Alabama.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing decent and safe housing opportunities available to lower income persons.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to administer the Emergency Housing Repair and Weatherization programs in Dothan, Alabama. Wiregrass Habitat for Humanity will administer the programs in a manner consistent with policies of the City of Dothan and the Board of Directors of the Wiregrass Habitat for Humanity, a non-profit corporation, for purposes of this agreement shall include housing repair cost and administration cost to operate the program. A maximum of 10% of the grant may be used for administration costs to operate the program.

The City shall provide technical assistance regarding bidding procedures and awarding of subcontracts under this Agreement. Subrecipient shall be responsible for all bidding procedures.

All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the City. The project shall be completed in compliance with all applicable state and local building codes.

ARTICLE II – PROJECT BUDGET AND FINANCING

The City shall pay and Subrecipient agrees to accept in full not more than Eighty Thousand and Dollars (\$80,000.00) for Emergency Repair and (\$33,000.00) for Weatherization hereinafter “Grant” for performance under this Agreement.

Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements, invoices, executed lien waivers, approval by homeowner and other supporting documents covering all amounts to be paid. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Please refer to the project’s budget in Exhibit A.

The Recipient and Subrecipient agree to provide funds for assistance to benefit low and moderate income households.

Reprogrammed Funds for Habitat’s Emergency Housing Repair.....	\$80,000.00
Reprogrammed Funds for Habitat’s Weatherization.....	\$33,000.00
<b>Total</b>	<b>\$113,000.00</b>

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2017 or until the CDBG funds have been expended for the Emergency Housing Repair and Weatherization, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. Wiregrass Habitat for Humanity agrees to meet all requirements as related to the CDBG program.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that Emergency Housing Repair and Weatherization expenses may be incurred effective this date, and that the housing programs shall be completed within a 12-month period from said date or until the funding is expended.

## ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An audit performed every two years by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

## ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:
  - (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;

- (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;
  - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income to be returned to the City.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the Wiregrass Habitat for Humanity.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall not be returned to the recipient, following the termination of this agreement.

#### ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

#### ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

#### ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is

deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

#### ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain affordable financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

#### ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
  - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
  - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

#### ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

WIREGRASS HABITAT FOR HUMANITY

\_\_\_\_\_  
Mayor

*Amy Schutz*  
\_\_\_\_\_  
Signature

*Executive Director*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*Emily Blanton*  
\_\_\_\_\_  
Attest

# EXHIBIT A

**Wiregrass Habitat for Humanity  
Community Development Block Grant Budget  
2016-2017**

Expenses	2014-2015	% of
Administrative Costs	8,000.00	10%
Emergency Home Repair and Weatherization Program	72,000.00	90%
Total Program Costs	80,000.00	100%

**Wiregrass Habitat for Humanity  
Community Development Block Grant Budget  
2016-2017**

Expenses	2016-2017	% of
Administrative Costs	3,000.00	9%
Emergency Home Repair and Weatherization Program	30,000.00	91%
Total Program Costs	33,000.00	100%

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, Amy Schutz, a duly authorized officer or agent of Wiregrass Habitat for Humanity (contractor), do execute this affidavit on behalf of Wiregrass Habitat for Humanity (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

ASCH 1357  
E-Verify Employment Eligibility Verification User Identification Number

Wiregrass Habitat for Humanity  
Name of Contractor

Amy Schutz  
Signature of Authorized Officer or Agent of Contractor

Executive Director  
Title of Authorized Officer or Agent of Contractor

Amy Schutz  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Emily Blanton  
NOTARY PUBLIC  
My Commission Expires: 12/20/2017



Resolution No. \_\_\_\_\_ entering into an agreement with Wiregrass Habitat for Humanity, continued.

**SECTION 2.** That the sum of \$80,000.00 for housing repair and \$33,000.00 for weatherization be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Project #CD1604, Account Number 001-2735-527.30-36 for the provision of housing repair costs and administrative expenses for the operation of Habitat's programs under the Community Development Block Grant 2016 Reprogrammed Funds. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$80,000.00 and \$33,000.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, will be assisting the **Southeast Alabama Community Action Partnership** with facility improvements through the budgeting of Community Development Block Grant Funds, for the provision of building repairs at the facility to provide low and moderate income services, and

**WHEREAS**, the City of Dothan recognizes the need of making the facility available to low income families and individuals requiring assistance, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$22,000.00 under Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to assist with the project it is necessary to enter into a subrecipient agreement between the City and the Southeast Alabama Community Action Partnership.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with the Southeast Alabama Community Action Partnership to provide funding for building repairs at the facility identified in the Community Development Block Grant Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and Southeast Alabama Community Action Partnership, formerly known as the Human Resource Development Corporation, hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

### WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-16-MC-01-0010) to be used for building improvements at the Southeast Alabama Community Action Partnership facility for the purpose of providing supportive services to low income persons of Dothan, Alabama. The subrecipient will receive 2016 CDBG funding in the amount of \$22,000.00 dollars and the remaining balance of their 2015 CDBG funding of \$32,844.00 for building improvements.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing supportive services for low income individuals in a decent and safe facility.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to make building improvements to the Southeast Alabama Community Action Partnership facility located 601 North Saint Andrews Street in Dothan, which must be used to further the mission of providing supportive services for low and moderate income families and individuals in the Dothan community. The supportive services must continue for a minimum period of Ten (10) years in a manner consistent with policies set forth by the Board of Directors of the Southeast Alabama Community Action Partnership, a non-profit agency, for

purposes of this agreement the improvements shall include architectural and construction services. must submit request for reimbursements no more than once a month and show full documentation for all expenses.

ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agree to provide funds for the Southeast Alabama Community Action Partnership to complete building improvements. The funds are allocated from the 2016 CDBG program and the remaining balance of 2015 CDBG funding allocated to the Southeast Alabama Community Action Partnership.

The funding allocation is as follows:

2016 CDBG for Architectural and Construction Services.....	\$22,000.00
2015 CDBG for Archirectural and Constuction Services .....	<u>\$32,844.00</u>
Total	\$54,844.00

A budget is provided as Exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2026, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. In this 10 year time period, the Southeast Alabama Community Action Partnership will continue to provide supportive services at the facility for low income families and persons.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that project expenses may be incurred effective upon the successful selection of a contractor and/consultant through the City of Dothan’s bid process and the improvements shall be completed within a 12-month period from the date of this Agreement or until the funding is expended.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the agreement is completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.

- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An audit performed by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

#### ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:  
Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.
- (1) Program income includes, but is not limited to the following:
  - (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
  - (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;
  - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income to be returned to the City.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the Southeast Alabama Community Action Partnership.

- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall not be returned to the recipient, following the termination of this agreement.

#### ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

#### ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

#### ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

#### ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain affordable financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.

- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

#### ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
  - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
  - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

#### ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

#### ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

#### ARTICLE XIV – ALABAMA IMMIGRATION LAW

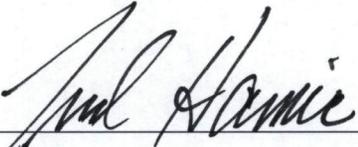
Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

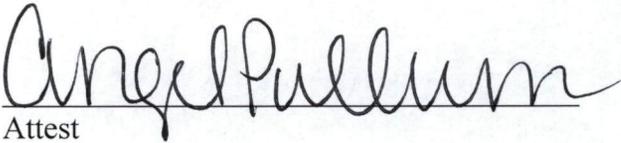
SOUTHEAST ALABAMA COMMUNITY ACTION PARTNERSHIP

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Signature

Chairman  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
Attest

# EXHIBIT A

## CDBG Grant Budget 2016

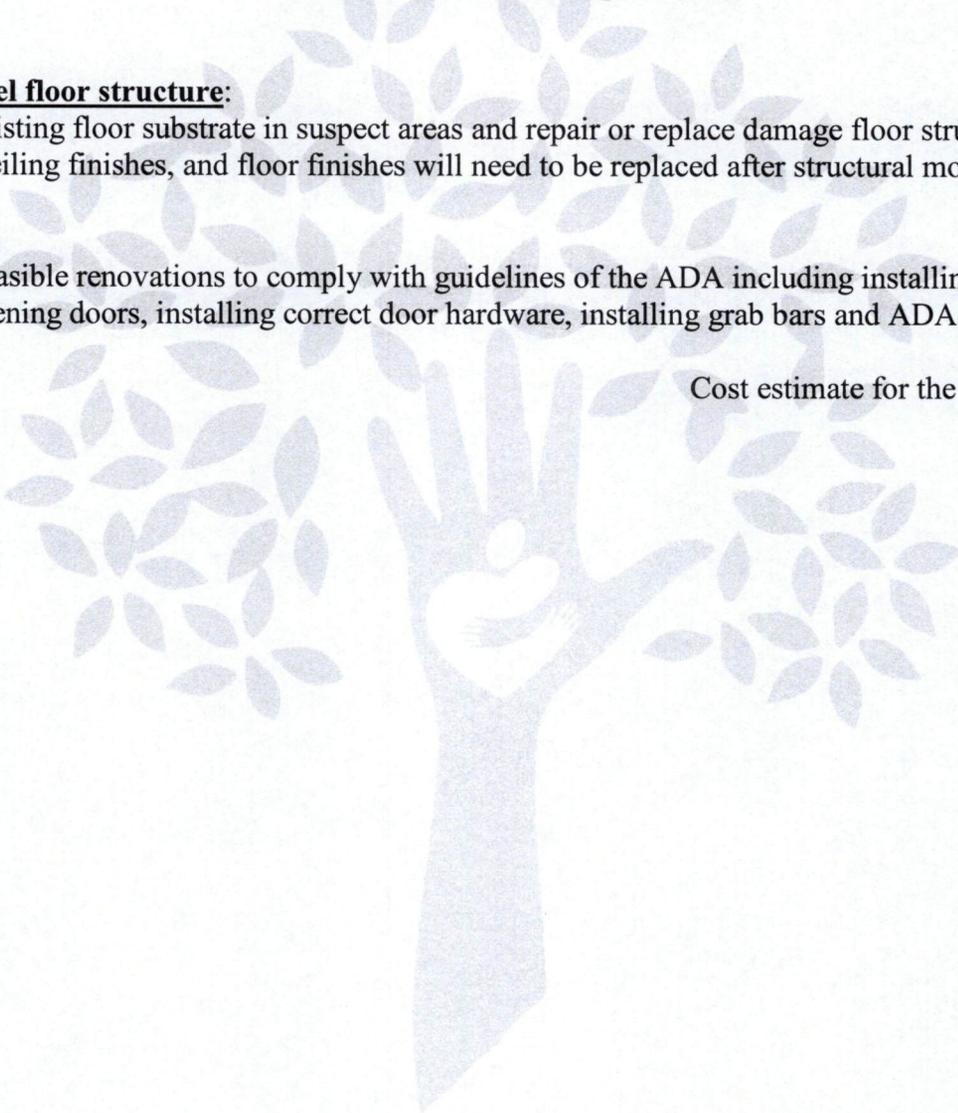
### Second level floor structure:

Remove existing floor substrate in suspect areas and repair or replace damage floor structure members. Decking, ceiling finishes, and floor finishes will need to be replaced after structural modifications.

### Restrooms

Make all feasible renovations to comply with guidelines of the ADA including installing properly sized toilets, widening doors, installing correct door hardware, installing grab bars and ADA compliant sinks.

Cost estimate for the work: \$22,000.00



**Formerly HRDC**  
**Serving Our Communities Since 1974**  
*"Helping People. Changing Lives."*

**Barbour**

1347 S Eufaula Ave. Ste G  
Eufaula, AL 36027

45 Reed Ave  
Clayton, AL 36016

**Coffee**

100 George Wallace Dr  
Enterprise, AL 36331

978 Drayton Ave  
Elba, AL 36323

**Geneva**

10470 West Hwy 52  
Samson, AL 36477

190 McLeod Dr  
Hartford, AL 36344

**Henry**

25 Grove St  
Headland, AL 36345

532 Ozark Rd  
Abbeville, AL 36310

**Houston**

601 N. Saint Andrews St.  
Dothan, AL 36302

388 Sharpie Rd  
Newton, AL 36352

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, Fred Hamic, a duly authorized officer or agent of Southeast AL Community Action Partnership (contractor), do execute this affidavit on behalf of SE AL Community Action Partnership (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the

Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

483271

E-Verify Employment Eligibility Verification User Identification Number

Southeast Alabama Community Action Partnership

Name of Contractor

*Fred Hamic*

Signature of Authorized Officer or Agent of Contractor

Chairman

Title of Authorized Officer or Agent of Contractor

Fred Hamic

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 7<sup>th</sup> day of December, 2016

*Marisa Williams*

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: March 3, 2019



Resolution No. \_\_\_\_\_ entering into an agreement with the Southeast Alabama Community Action Partnership, continued.

**SECTION 2.** That the sum of \$22,000.00 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Maintenance Repair Outside, Account Number 001-2735-527.30-36, Project #CD1603 for the provision of architectural and construction services under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$22,000.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, will be assisting the **Exchange Center**, through the budgeting of Community Development Block Grant Funds, for the provision of administrative salaries, fringe benefits and operational expenses for the operation of the Exchange Center - Parent Aid Program that serves low and moderate income households, and

**WHEREAS**, the City of Dothan recognizes the need to support this program to provide child abuse counseling services for low and moderate income households, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$10,000.00 under Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to support the program it is necessary to enter into a subrecipient agreement between the City and Exchange Center.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with the Exchange Center for the provision of administrative salaries, fringe benefits and operational expenses for Community Development Block Grant Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and the Exchange Center for Child Abuse Prevention, hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

### WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-16-MC-01-0010) which are intended to be used to operate the Exchange Center for Abuse Children to help low-and-moderate income citizens of Dothan, Alabama.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing public services to lower income persons.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to manage the Exchange Center for Child Abuse Prevention – Parent Aid Program for a period of twelve (12) months in a manner consistent with policies set forth by the Board of Directors of the Exchange Center, a non-profit corporation, for purposes of this agreement shall include but not be limited to the provision of salaries and fringe benefits for general administrative and operating personnel for the Parent Aid Program as deemed appropriate by the Board of Directors. The Parent Aid Program will work with low and moderate income at-risk families in their homes and establish a supportive rapport with families and offer tools such as parenting skills, communication skills and conflict management.

ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agree to provide funds for the Exchange Center operation and management as follows:

Salaries, fringe benefits and associated incidental cost  
for management and operation of the Parent Aid Program.....\$10,000.00.

A budget is provided as Exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2017, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. The Exchange Center plans to serve low to moderate income households in this time period.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that salary and fringe benefit costs may be incurred effective October 1, 2016, and that operation of the Exchange Center shall continue for a 12-month period from said date.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An annual audit performed by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:
  - (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
  - (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;
  - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the Parent Aid Program.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall be returned to the recipient by the tenth day of the month, following the termination of this agreement.

#### ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative

to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

#### ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

#### ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

#### ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

#### ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:

- (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
- (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

#### ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

#### ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

#### ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

EXCHANGE CENTER FOR CHILD ABUSE  
PREVENTION

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Signature

Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
Attest

# EXHIBIT A

## Exchange Center for Child Abuse Prevention Parent Aide Program Budget 2016-2017

	Income	Expense
City Development Block Grant Grant Money	\$10,000.00	
Expenses		
Operating Personnel		\$10,000.00
Total Income and Expenses	\$10,000.00	\$10,000.00
Difference		\$0

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

**OR**

I, Pamela Miles, a duly authorized officer or agent of Exchange Center For Child Abuse Prevention (contractor), do execute this affidavit on behalf of Exchange Center For Child Abuse Prevention (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>,

operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

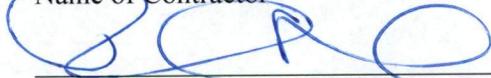
The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

489709

E-Verify Employment Eligibility Verification User Identification Number

Exchange Center for Child Abuse Prevention

Name of Contractor



Signature of Authorized Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor

Pamela Mites

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 30<sup>th</sup> day of November, 2016

Deborah G. Kordana

NOTARY PUBLIC

My Commission Expires: 11-3-18



Resolution No. \_\_\_\_\_ entering into an agreement with the Exchange Center, continued.

**SECTION 2.** That the sum of \$10,000.00 be appropriated in FY2017 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Account Number 001-2735-527.30-42, Project #CD1602 for the provision of administrative salaries, fringe benefits and operational expenses for the operation of the Parent Aid Program under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00, Project #CD1502, by the sum of \$10,000.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, has been assisting the **Boys and Girls Club of Hawk-Houston**, through the budgeting of Community Development Block Grant Funds, for the purpose of building improvements of the Hawk-Houston facility, and

**WHEREAS**, the City of Dothan recognizes the need to support this program for low and moderate income youth on a continuing basis, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$45,000.00 for building improvements under Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to continue the existing program it is necessary to enter into a subrecipient agreement between the City and the Boys and Girls Club of Hawk-Houston.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with the Boys and Girls Club of Hawk-Houston for the continuation of building improvements in the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and the Boys and Girls Clubs of Hawk-Houston, hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-16-MC-01-0010) ) to be used for building improvements at the the Boys and Girls Clubs of Hawk-Houston facility for the purpose of providing services to low income persons of Dothan, Alabama

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing facility improvements to enhance services for low and moderate income persons.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to make building improvements to the facility located at 329 Chickasaw Street in Dothan, which must be used to further the mission of providing youth services for low and moderate income families and individuals in the Dothan community. The youth services must continue for a minimum period of Ten (10) years in a manner consistent with policies set forth by the Board of Directors of the Boys and Girls Club of Hawk-Houston, a non-profit agency, for purposes of this agreement the improvements shall include architectural and construction services. The Boys and Girls Club of Hawk-Houston must submit request for reimbursements no more than once a month and show full documentation for all expenses.

ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agree to provide funds for to Hawk-Houston for building improvements as follows:

Architectural Services and Building Improvements.....\$45,000.00

A budget is attached as Exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2026, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. In this 10 year time period, the Boys and Girls Club of Hawk-Houston will continue to provide youth services at the facility for low income families and persons.

ARTICLE IV – IMPLEMENTATION SCHEDULE

The building improvements shall continue until such time as the project meets all standards for completion.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the agreement is completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An annual audit performed by a qualified independent auditing entity in conformance with requirements of OMB CircularA-133.

## ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:
- (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
  - (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;
  - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the Boys and Girls Clubs of Hawk-Houston.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall be returned to the recipient by the tenth day of the month, following the termination of this agreement.

## ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

## ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

## ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

## XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
  - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
  - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

## ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

## ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

## ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

BOYS AND GIRLS CLUBS OF  
HAWK-HOUSTON

\_\_\_\_\_  
Mayor

*Altha R. Newman*  
\_\_\_\_\_  
Signature

*Chief executive officer*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*Lianne Almond*  
\_\_\_\_\_  
Attest

# EXHIBIT A

**GREAT FUTURES START HERE.**



**BOYS & GIRLS CLUBS  
OF HAWK-HOUSTON**

Grant: Infrastructure & Public Facility

Project title: Capital Improvement to 8600 square foot building (exterior)

- Construction Services-----\$39,600.00
- Architectural services----- \$ 5,400.00

TOTAL: \$45,000.00

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, Altha R. Newman, a duly authorized officer or agent of Boys & Girls Clubs Hawk-Houston (contractor), do execute this affidavit on behalf of Boys & Girls Clubs Hawk-Houston (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>,

operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Homewood, at the time the subcontractor is retained to perform such services.

529641

E-Verify Employment Eligibility Verification User Identification Number

Boys & Girls Club Hawk-Houston

Name of Contractor

Altha R. Newman

Signature of Authorized Officer or Agent of Contractor

Chief executive officer

Title of Authorized Officer or Agent of Contractor

Altha R. Newman

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 2<sup>nd</sup> day of Dec 2016

Betty J. Bass  
NOTARY PUBLIC

My Commission Expires:

BETTY J. BASS  
Notary Public  
State of Alabama

MY COMMISSION EXPIRES: DEC 3, 2016

Resolution No. \_\_\_\_\_ entering into an agreement with the Boys and Girls Club of Hawk-Houston, continued.

**SECTION 2.** That the sum of \$45,000.00 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Maintenance Repair Outside, Account Number 001-2735-527.30-36, Project #CD1603 for the provision of architectural and construction services under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$45,000.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan, Alabama, will assist the **Wiregrass Rehabilitation Center** with equipment purchase through the budgeting of Community Development Block Grant Funds, for the purpose of creating jobs for low and moderate income persons, and

**WHEREAS**, the City of Dothan recognizes the need of making jobs available to low and moderate income persons requiring assistance, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$23,000.00 under Community Development Block Grant 2016 Reprogrammed Funds for such purposes, and

**WHEREAS**, in order to support the program it is necessary to enter into a subrecipient agreement between the City and the Wiregrass Rehabilitation Center.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enters into a subrecipient agreement with the Wiregrass Rehabilitation Center for the purpose of purchasing equipment identified in the Community Development Block Grant Program, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and Wiregrass Rehabilitation Center, hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

### WITNESSETH THAT:

The City of Dothan, Alabama desires to reprogram CDBG Entitlement funds from cost under runs from completed or cancelled projects in FY 2010, FY 2011 and FY 2012 to activities supporting the goals of the CDBG program. Reprogramed funds in the amount of \$23,000.00 will be used to support Wiregrass Rehabilitation Center's acquisition of equipment combined with \$20,000.00 from the FY 2015 CDBG program to create jobs for low and moderate income persons with disabilities.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially 570.503(a) provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing job creation to lower income persons.

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

### ARTICLE 1 - SCOPE OF PROGRAM

Subrecipient agrees that the purpose of CDBG funding is for equipment purchase to create jobs for low-moderate income persons. Subrecipient agrees to hire low and moderate income persons (not to include immediate family members, relatives and/or stockholders). Subrecipient shall increase the employment base by at least two employees over the current ("FTE") employees. Compliance with this provision will be determined by a review of income verification forms of employees hired as a result of the equipment purchased with CDBG funds.

Subrecipient shall maintain a minimum of two (2) FTE positions from the use of CDBG funds (not to include immediate family members, relatives and/or stockholders) for a period of one (1) year from the date Wiregrass Rehabilitation Center reaches the employment goal of two (2) FTE's.

The City shall provide technical assistance regarding bidding procedures and awarding of a contract under this Agreement. Subrecipient shall be responsible for all bidding procedures. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the City.

The project shall be completed in compliance with all applicable state and local building codes; and upon completion, shall be operated in compliance with all applicable state and local codes and ordinances.

## ARTICLE II – TIME OF PERFORMANCE

Subrecipient shall perform according to the following schedule:

### Program Element

Execute Contract for Project	December 2016
Project Start Date	December 2016
Project Completion Date	April 2016
Monitoring Period	Yearly for 5 years, Aug. 2017, 2018, 2019, 2020 and 2021
Reporting Period	October 1, 2017 to September 30, 2021

This schedule is subject to change by mutual agreement of both parties in writing.

## ARTICLE III – PROPOSED PROJECT BUDGET

### Compensation and method of payment:

The City shall pay and Subrecipient agrees to accept in full not more than Twenty Thousand Dollars (\$20,000.00) in 2015 CDBG funding and Twenty-Three Thousand Dollars (\$23,000.00) in Reprogrammed funding from cost under runs from completed or cancelled projects in FY 2010, FY 2011 and FY 2012 for a total of Forty-Three Thousand Dollars (**\$43,000.00**), hereinafter "Grant" for performance under this Agreement, as follow:

Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Please refer to the project's budget in Exhibit A.

Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of

program income by Subrecipient shall comply with the requirements set for at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for any additional monies by the amount of any such program income balances on hand. All unused program income shall be retained by the Subrecipient for eligible uses.

#### ARTICLE IV – TERMS AND CONDITIONS

Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement. The City shall have no responsibility or liability for the maintenance, operations or program funding for Subrecipient.

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as Subrecipient is an independent Contractor.

When applicable, effective as of the start of the Project, Subrecipient shall, at its own expense, procure and maintain all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence, and \$100,000 property damage. Proof of insurance shall be shown to the City by furnishing a copy of the certificate of insurance issued by an insurance company licensed to do business in the State of Alabama. The certificate of insurance shall include a statement guaranteeing that the insurance company shall notify the CDBG Administrator within 30 days of the lapse of said policy.

When applicable, Subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement. The amount paid hereunder shall be a "Grant" for \$43,000, without a security interest in the equipment.

Subrecipient shall not sell, assign or transfer any legal or equitable interest in the equipment at any time prior to October 1, 2021 without written concurrence of the City.

In the event Subrecipient does not meet the employment levels specified and funded under this Agreement, the equipment shall or may revert to the City. If the property has been disposed of, then the City will be reimbursed in the amount of the current fair market value of the property less any portion attributable to non-CDBG funds. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including October 1, 2021.

#### ARTICLE V – PREFORMANCE AND REPORTING

Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the City of Dothan Planning and

Community Development Department, to the attention of the CDBG Administrator. Notice by both Subrecipient and City shall be given by ordinary mail.

Not later than September 30, 2017, Subrecipient shall provide the City with a Certified Statement of the Expenditure of Funds disbursed under this Agreement. Following completion of the Project, Subrecipient shall submit annual reports by the first day of August of each contract year until August 1, 2017. The annual report shall, at a minimum, include statistics pertaining to the number, racial breakdown, household income; title of each job created, and place of residence of employees at subrecipient's Facility.

#### ARTICLE VI - OTHER REPORTS, AUDITS AND INSPECTIONS

Subrecipient shall promptly furnish the City or HUD with such statements, records, data and information as the City or HUD may reasonably request pertaining to this Agreement.

During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a period of three (3) years minimum from the termination of this Agreement, October 1, 2024.

#### ARTICLE VII – ADMINISTRATIVE REQUIREMENTS

##### A. Financial Management

###### Accounting Standards

Subrecipient agrees to comply with Attached F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

###### Cost Principles

Subrecipient shall administer its program in conformance with OMB Circulars for all costs incurred whether charged on a direct or indirect basis.

##### B. Documentation and Record-Keeping

Records to be maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

Records providing a full description of each activity undertaken;  
Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;  
Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and  
Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.

#### Client Data

Subrecipient shall maintain client data demonstrating eligibility of low and mod income persons. Such data shall include, but not limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

#### National Objectives

Subrecipient agrees to maintain documentation that demonstrated that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR Part 570.208.

### C. Procurement

#### Compliance

Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

Subrecipient shall procure materials in accordance with the requirements of A-133, A-122, Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property, if applicable.

#### Grantor Recognition

All activities, facilities, and items, utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

D. Other Program Requirements

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

(a) The Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and

(b) The Subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

E. Termination and Amendment to Agreement

Termination of Agreement for Cause

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the City the full grant/loan amount of that portion of the amounts which have been disbursed to Subrecipient prior to such termination.

Termination of Agreement for Convenience

This agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award in its entirety, Subrecipient shall promptly repay to the City the full grant/loan amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

Amendments

The City of Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

F. Lobbying and Conflict of Interest

Interest of Certain Federal and Other Officials

No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share of part of the Agreement, or to any benefit to arise here from.

No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 agreement.

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 or 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 agreement, Subrecipient shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

Conflict of Interest

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

G. Limitations and Responsibility of Subrecipient

Assignability

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without such consent shall be void. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Hold Harmless Provision

Subrecipient shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and

court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of the Agreement.

#### Severability Clause

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

#### Limitations or City Liability-Disclaimer or Relationship

The City shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the City.

#### H. Alabama Immigration Law

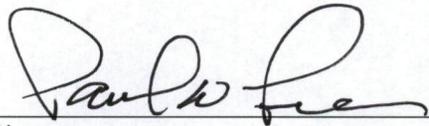
Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

WIREGRASS REHABILITATION  
CENTER

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Signature

*Ex Director*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*Patti S. Parnace*  
\_\_\_\_\_  
Attest Notary, State of Alabama  
Commission Expires 4/3/17



# EXHIBIT A



# WRC, Inc.

*Connecting People. Linking Lives.*

WRC Adult Care | WRC Housing | WRC Industries

WRC Laundry & Linen Services | Paragon Services, Inc.

Sterling Event Services | Assured Data Destruction | WRC Market

December 6, 2016

City of Dothan - CDBG

## BUDGET

### EQUIPMENT

### AMOUNT

<b>1 Auto-Feed System and Tipper</b> (an addition to the existing high-capacity paper shredding equipment in WRC's Assured Data Destruction work division)	<b>\$43,000.00</b>
---	--------------------

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, Paul W. Lee, a duly authorized officer or agent of Wiregrass Rehabilitation Ctr. (contractor), do execute this affidavit on behalf of Wiregrass Rehabilitation Ctr. (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of

Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

210253

E-Verify Employment Eligibility Verification User Identification Number

Wiregrass Rehab Center

Name of Contractor

Paul W Lee

Signature of Authorized Officer or Agent of Contractor

Ex Director

Title of Authorized Officer or Agent of Contractor

Paul W. Lee

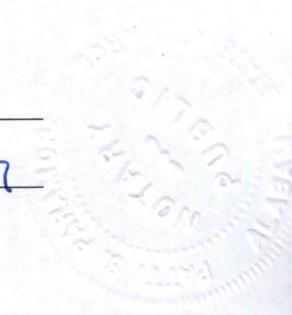
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 7 day of December, 2016

Pattie S. Paramore

NOTARY PUBLIC

My Commission Expires: April 3, 2017



**Resolution No.** \_\_\_\_\_ Entering into an agreement with the Wiregrass Rehabilitation Center continued.

**Section 2.** That the sum of \$23,000.00 be appropriated in FY 2017 to the General Fund/Planning & Development/Other Services & Charges/Maintenance/Repair-Outside, Project #CD1603, Account Number 001-2735-527.30-36 for the purpose of purchasing equipment identified under the Community Development Block Grant 2016 Reprogrammed Funds. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$23,000.00 in FY 2017.

**Section 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**Section 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, has been assisting the **Alfred Saliba Family Services Center**, through the budgeting of Community Development Block Grant Funds, for the provision of administrative salaries, fringe benefits, operational expenses and for the purpose of building improvements at the Young Junior Building, that houses the Center, and

**WHEREAS**, the City of Dothan recognizes the need of making services available to families requiring assistance on a continuing basis, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$20,000.00 for operating expenses and \$55,456.00 for building improvements under Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to continue the existing program it is necessary to enter into a subrecipient agreement between the City and Alfred Saliba Family Services Center.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with Alfred Saliba Family Services Center for the continuation of provision of administrative salaries, fringe benefits and operational expenses in the Community Development Block Grant Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and Alfred Saliba Family Services Center, hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

### WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-16-MC-01-0010) which are intended to be used to operate the Alfred Saliba family Services Center and make improvements to the Young Junior Building to help low-and-moderate income citizens of Dothan, Alabama.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing public services to lower income persons.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to manage the Alfred Saliba Family Services Center for a period of twelve (12) months in a manner consistent with policies set forth by the Board of Directors of the Alfred Saliba Family Services Center, a non-profit corporation, for purposes of this agreement shall include but not be limited to the provision of salaries and fringe benefits for general administrative and operating personnel as deemed appropriate by the Board of Directors of the organization. The Alfred Saliba Family Services Center is also awarded CDBG funds for Interior Improvements of the Young Junor Building located at 301 West Lafayette Street Street, Dothan, AL.

ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agrees to provide CDBG funds to Alfred Saliba Family Services Center as follows:

Salaries, fringe benefits and general expenses for Alfred Saliba Family Services Center operations.....	\$20,000.00
Interior Improvements/ Young Junior Building .....	<u>\$55,456.00</u>
Total	\$75,456.00

A budget is attached as exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2017, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. The term for building improvements shall continue until completion.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that salary and fringe benefit costs may be incurred effective October 1, 2016, and that operation of the Alfred Saliba Family Services Center shall continue for a 12-month period from said date.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An annual audit performed by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

## VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:
- (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
  - (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;
  - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the Alfred Saliba Family Services Center.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall be returned to the recipient by the tenth day of the month, following the termination of this agreement.

## ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

## ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

## ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

#### ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
  - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
  - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

#### ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

#### ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

#### ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

ALFRED SALIBA FAMILY SERVICES  
CENTER

\_\_\_\_\_  
Mayor

*Deleada J. Mitchell*  
\_\_\_\_\_  
Signature

*Executive Director*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*Alfred Saliba*  
\_\_\_\_\_  
Attest

# EXHIBIT A



**Alfred Saliba Family Services Center**

**545 W. Main St., Ste 100**

**Dothan, Alabama 36301**

**(334) 836-0217 Fax (334) 836-0219**

**Linda M. O'Connell, Executive Director**

11/30/2016

TO: Maurice Head

FROM: Belinda Mitchell, Executive Director, Alfred Saliba Family Services Center

SUBJECT: **Subrecipient Agreement--CDBG Public Services**

The Family Services Center is requesting the following amount of money to be used for salary,  
for the fiscal year of: **2016-2017**

Salaries/Benefits	\$20,000.00
<b>Total</b>	<b>\$20,000.00</b>

Robert Kennedy 20%, Almitra Thomas 5%, Belinda Mitchell 10%

Thank You,

*Belinda J. Mitchell*  
Belinda Mitchell, Executive Director



## Alfred Saliba Family Services Center

545 W. Main St., Ste 100

Dothan, Alabama 36301

(334) 836-0217 Fax (334) 836-0219

Linda M. O'Connell, Executive Director

11/30/2016

TO: Maurice Head

FROM: Belinda Mitchell, Executive Director, Alfred Saliba Family Services Center

SUBJECT: **Subrecipient Agreement--CDBG Interior Improvements YJB**

The Family Services Center is requesting the following amount of money to be used for Interior Improvements /  
Young Junior Building for fiscal Year **2016-2017**

Flooring	\$22,182.40
Walls/Fixtures	\$5,545.60
Ceilings	\$16,636.80
Painting	\$11,091.20
<b>Total</b>	<b><u>\$55,456.00</u></b>

If you have any questions concerning this amount, please contact me at 836-0217\*114.

Thank You,

Belinda Mitchell, Executive Director

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

**OR**

I, Belinda J. Mitchell, a duly authorized officer or agent of Family Services Center (contractor), do execute this affidavit on behalf of Family Services Center (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

530940

E-Verify Employment Eligibility Verification User Identification Number

Alfred Saliba Family Services Center

Name of Contractor

Belinda J. Mitchell

Signature of Authorized Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor

Belinda J. Mitchell

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 30<sup>th</sup> day of November, 2016

Dorothy H. Harris

NOTARY PUBLIC

My Commission Expires: July 9, 2017

Resolution No. \_\_\_\_\_ entering into an agreement with Alfred Saliba Family Services Center, continued.

**SECTION 2.** That the sum of \$20,000.00 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Account Number 001-2735-527.30-42, Project #CD1602, and the sum of \$55,456.00 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Maintenance Repair Outside, Account Number 001-2735-527.30-36, Project #CD1603, for the provision of administrative salaries, fringe benefits, operational expenses and for architectural and construction services under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$20,000.00 and \$55,456.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, will be assisting the **Boys and Girls Club of the Wiregrass**, through the budgeting of Community Development Block Grant Funds, for the provision of administrative salaries, fringe benefits, operational expenses and for rehabilitation improvements of the Boys and Girls Club facility, and

**WHEREAS**, the City of Dothan recognizes the need to support this program for low and moderate income youth on a continuing basis, and

**WHEREAS**, the City of Dothan has budgeted \$12,000.00 for operating expenses and \$14,000.00 building improvements under Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to continue the existing program it is necessary to enter into a subrecipient agreement between the City and the Boys and Girls Club of the Wiregrass.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with the Boys and Girls Club of the Wiregrass for the continuation of provision of administrative salaries, fringe benefits, operational expenses and building improvements in the Community Development Block Grant Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and Boys and Girls Club of the Wiregrass, hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-16-MC-01-0010) which are intended to be used to operate the Boys and Girls Club youth program and for building improvements.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing services to lower income persons.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to manage the Boys and Girls Club of the Wiregrass for a period of twelve (12) months in a manner consistent with policies set forth by the Board of Directors of the Boys and Girls Club of the Wiregrass, Inc., a non-profit corporation, for purposes of this agreement shall include but not be limited to the provision of salaries, fringe benefits and general administrative operating expenses as deemed appropriate by the Board of Directors of the organization. The Boys and Girls Club of the Wiregrass is also awarded CDBG funds for HVAC improvements at their facility located at 457 South Alice Street, Dothan, AL. The youth services must continue for a minimum period of Ten (10) years in a manner consistent with policies set forth by the Board of Directors of the Boys and Girls Club of the Wiregrass, a non-profit agency, for purposes of this agreement the HVAC improvements shall include architectural and construction services. The

Boys and Girls Club of the Wiregrass must submit request for reimbursements no more than once a month and show full documentation for all expenses.

II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agrees to provide funds for the Boys and Girls Club of the Wiregrass operation as follows:

Salaries, fringe benefits and general expenses and operation.....	\$12,000.00
HVAC System Improvements.....	\$14,000.00
Total	\$26,000.00

A budget is attached as exhibit A.

ARTICLE III – TERM OF AGREEMENT

The agreement for public service shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2017 at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. The terms for building improvements shall continue until completion.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that salary, fringe benefit and general administrative expenses may be incurred effective this date, and that operation of the Boys and Girls program shall continue for a 12-month period. The agreement for HVAC improvements shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2026, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. In this 10 year time period, the Boys and Girls Club of the Wiregrass will continue to provide youth services at the facility for low income families and persons.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the agreement is completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.

- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An annual audit performed by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

#### ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:

- (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
- (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
- (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
- (iv) Payments of principal and interest on loans made using CDBG funds, if any;
- (v) Proceeds from the sale of loans made with CDBG funds;
- (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
- (vii) Interest earned on funds held in a revolving fund account;
- (viii) Interest earned on program income pending disposition of such income; and

- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the Boys and Girls Club of the Wiregrass.

- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall be returned to the recipient by the tenth day of the month, following the termination of this agreement.

#### ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

#### ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

#### ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

#### ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.

- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

#### ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
  - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
  - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

#### ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

#### ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

#### ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.  
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

BOYS AND GIRLS CLUB  
OF THE WIREGRASS

\_\_\_\_\_  
Mayor

*Phillip Dillery*  
\_\_\_\_\_  
Signature

*Executive Director*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*J. H.*  
\_\_\_\_\_  
Attest

# EXHIBIT A



**BOYS & GIRLS CLUBS**  
WIREGRASS

## Target Tutoring Budget

<b>I. Salaries</b>	
Project Learn Coordinator (full-time)	<u>\$25,000</u>
4 Certified Educators (part-time)	
(10 hrs. per week @ \$15 per hr. for 40 weeks)	<u>\$24,000</u>
*2 teacher/tutor paid by CDBG (\$12,000)	
<b>II. Training</b>	
Two day training for <i>Project Learn</i>	<u>\$500</u>
<b>III. Supplies</b>	
Program supplies (calculators, newspapers and magazines, dictionaries, paper, encyclopedias, notebooks, pens, etc.)	<u>\$1,000</u>
<b>GRAND TOTAL</b>	<u>\$50,000</u>



**BOYS & GIRLS CLUBS**  
WIREGRASS

## **Replace HVAC Unit budget**

**Replace HVAC unit on South side of building - Total Coast \$14,000.**

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, Phillip Gilley, a duly authorized officer or agent of Boys & Girls Club of the Wiregrass (contractor), do execute this affidavit on behalf of Boys & Girls Club of the Wiregrass (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>,

operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

630422560  
E-Verify Employment Eligibility Verification User Identification Number

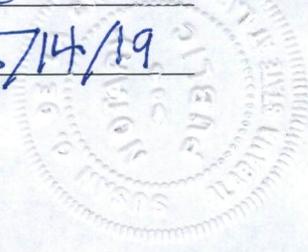
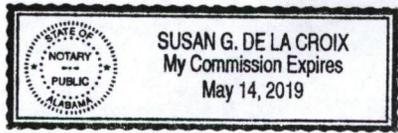
Boys & Girls clubs of the Wiregrass  
Name of Contractor

Phillip Gilley  
Signature of Authorized Officer or Agent of Contractor

Executive Director  
Title of Authorized Officer or Agent of Contractor

Phillip Gilley  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 29<sup>th</sup> day of November, 2016  
Susan G. de la Croix  
NOTARY PUBLIC  
My Commission Expires: 05/14/19



Resolution No. \_\_\_\_\_ entering into an agreement with the Boys and Girls Club of the Wiregrass, continued.

**SECTION 2.** That the sums of \$12,000.00 be appropriated in FY2017 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Account Number 001-2735-527.30-42, Project #CD1602, and the sum of \$14,000.00 00 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Maintenance Repair Outside, Account Number 001-2735-527.30-36, Project #CD1603, for the provision of administrative salaries, fringe benefits, operational expenses and for architectural and construction services under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$12,000.00 and \$14,000.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, will be assisting **Girls, Inc.**, through the budgeting of Community Development Block Grant Funds, for the provision of mentoring and counseling students to cover the administrative salaries, fringe benefits and operational expenses for the operation of an education program of Girls, Inc. that serves low and moderate income youth, and

**WHEREAS**, the City of Dothan recognizes the need to support this program for low and moderate income youth, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$7,500.00 under Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to support the program it is necessary to enter into a subrecipient agreement between the City and Girls, Inc..

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with the Girls, Inc for the provision of administrative salaries, fringe benefits and operational expenses for Community Development Block Grant Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and Girls, Inc., hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-16-MC-01-0010) which are intended to be used to operate a youth program for low and moderate income students of Dothan, Alabama.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing public services to lower income persons.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to manage Girls, Inc. for a period of twelve (12) months in a manner consistent with policies set forth by the Board of Directors of Girls, Inc., a non-profit corporation, for purposes of this agreement shall include but not be limited to the provision of salaries, fringe benefits and general administrative operating expenses as deemed appropriate by the Board of Directors of the organization. Girls, inc. will work with low and moderate income students in elementary schools in targeted neighborhoods and provide outreach to foster mentoring and other services for students.

### ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agree to provide funds to Girls, Inc. for program operation and management as follows:

Salaries, fringe benefits and general operation expenses .....\$7,500.00

A budget is attached as Exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2017, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. Girls Inc. plans to serve low to moderate income students in this time period.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that salary, fringe benefit and general administrative expenses may be incurred effective this date, and that operation of the youth program shall continue for a 12-month period from said date.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An annual audit performed by a qualified independent auditing entity in conformance with requirements of OMB CircularA-133.

ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:
  - (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
  - (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;
  - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of Girls, Inc.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall be returned to the recipient by the tenth day of the month, following the termination of this agreement.

#### ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

## ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

## ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

## ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:

- (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
- (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

#### ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

#### ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

#### ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

GIRLS, INC.

\_\_\_\_\_  
Mayor

*Jaumette Hale*  
\_\_\_\_\_  
Signature

*Executive Director*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*Natalie Umholtz*  
\_\_\_\_\_  
Attest

# EXHIBIT A

**School Outreach Program Budget FY 2017**

<b>Expenses</b>	<b>Calculation</b>	<b>Private Funding</b>	<b>CDBG Funding</b>
<b>Personnel Salaries &amp; FICA</b>			
Maria Grimsley, Program Manager - responsible for coordinating outreach, developing and implementing programming.	\$13 per hour x 20 hours a week x 6 weeks x 6 schools		7,500
Rhonda Easley, Program Coordinator - responsible for implementing programming.	\$10.50 per hour x 12 hours a week x 6 weeks x 6 schools	4,536	
FICA for Program Manager and Program Coordinator	13896 x 0.0765	1,063	
<b>Program Related Expenses</b>			
Program supplies	\$400 per school x 6 schools	2,400	
Mileage	208 miles x 0.575 per mile	120	
Promotional Material	Used for rewards & incentives	3,000	
		<b>12,979</b>	<b>7,500</b>
		<b>20,479</b>	

**Total Outreach Program Budget - Private Funding + CDBG Funding**

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, Jaime Hale, a duly authorized officer or agent of Girls Inc. of Dothan (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>,

operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

592869

E-Verify Employment Eligibility Verification User Identification Number

Girls Inc. of Dothan

Name of Contractor

Jaime Hale

Signature of Authorized Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor

Jaime Hale

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 30th day of November, 2016

Rosa Reynolds Ware

NOTARY PUBLIC

My Commission Expires: 10.06.2020



Resolution No. \_\_\_\_\_ entering into an agreement with Girls, Inc., continued.

**SECTION 2.** That the sum of \$7,500.00 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Account Number 001-2735-527.30-42, Project #CD1602, for the provision of administrative salaries, fringe benefits and operational expenses for the operation of Girls, Inc. under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$7,500.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, will be assisting **Healthy You, Inc.** through the budgeting of Community Development Block Grant Funds, for the provision of administrative salaries and fringe benefits for general administration and operating expenses for the Genesis II program. The Genesis II program will provide services and shelter to formerly incarcerated women with reentry into the Dothan community, and

**WHEREAS**, the City of Dothan recognizes the need to support this program to serve low income women, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$15,458.00 under Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010, for such purposes, and

**WHEREAS**, in order to assist the project it is necessary to enter into a subrecipient agreement between the City and Healthy You, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with Healthy You, Inc. for the provision of administrative salaries, fringe benefits and operational expenses identified in Community Development Block Grant Annual Action Plan No. B-16-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

## SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and the Healthy You, Inc. hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-16-MC-01-0010) which are intended to be used to operate the Healthy You, Inc. to help low-and-moderate income citizens of Dothan, Alabama.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing public services to lower income persons.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to operate Healthy You, Inc. – Genesis II program for a period of twelve (12) months in a manner consistent with policies set forth by the Board of Directors of the Healthy You, Inc., a non-profit corporation, for purposes of this agreement shall include provision of salaries and fringe benefits for general administration and operating expenses for the Genesis II program as deemed appropriate by the Board of Directors. The Genesis II program will provide services and shelter to formerly incarcerated women to help with reentry to the Dothan community.

ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agree to provide funds for the Healthy You, Inc. operation and management as follows:

Salaries, fringe benefits and associated incidental cost for operation of the Healthy You, Inc. Genesis II program.....\$15,458.00

A budget is provided as Exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2017, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. Healthy You, Inc. plans to serve low income persons in this time period.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that salary and fringe benefit costs may be incurred effective October 1, 2016, and that operation of the Healthy You, Inc. shall continue for a 12-month period from said date.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An annual audit performed by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

## ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:
- (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
  - (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;
  - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of Healthy You, Inc.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall be returned to the recipient by the tenth day of the month, following the termination of this agreement.

## ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

## ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

## ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

#### ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
  - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
  - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

#### ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

#### ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

#### ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

HEALTHY YOU, INC.

\_\_\_\_\_  
Mayor

*Mary Pals*  
\_\_\_\_\_  
Signature

*President*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*Joe Sandean*  
\_\_\_\_\_  
Attest

**My Commission Expires  
March 28th, 2017**



# EXHIBIT A

**Healthy You, INC  
Genesis II Budget 2016**

**2016 CDBG Budget**

CDBG Budget Breakdown:

Rent: \$900.00 monthly =	\$10,800.00	(12 months)
Salary \$300.00 monthly =	3,600.00	(12 months)
Utilities \$88.16 monthly =	1,058.00	(12 months)
<b>Total:</b>	<b>\$15,458.00</b>	

**Healthy You, INC**  
**Genesis II Budget 2016/2017**

INCOME:

CDBG:	\$15,458.00
Rent:	3,600.00
Private Donations:	30,000.00
Fundraisers:	30,000.00
Total:	\$79,058.00
*In-Kind:	40,000.00

Total Budget for Genesis II: \$119,058.00

EXPENSES:

Salaries/Fringe	\$55,078.00
Rent:	18,000.00
Utilities:	3,600.00
Phone/Internet:	2,280.00
Total:	\$79,058.00

\*In-Kind: (Includes volunteer hours, transportation, food, clothing, etc.)

This budget reflects approximately %40 of our total operating budget of \$192,992.00.

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

**OR**

I, Mary Palo, a duly authorized officer or agent of Healthy You, Inc (contractor), do execute this affidavit on behalf of Healthy You, Inc (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>,

operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

Mamprey 81!

E-Verify Employment Eligibility Verification User Identification Number

Healthy You, Inc

Name of Contractor

Mary Palo

Signature of Authorized Officer or Agent of Contractor

President

Title of Authorized Officer or Agent of Contractor

Mary Palo

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 5<sup>th</sup> day of December, 2016

J. Sandreau  
NOTARY PUBLIC  
My Commission Expires: March 28th, 2017



Resolution No. \_\_\_\_\_ entering into an agreement with Healthy You, Inc., continued.

**SECTION 2.** That the sum of \$15,458.00 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Account Number 001-2735-527.30-42, Project #CD1602, for the provision of administrative salaries, fringe benefits and operational expenses for the operation of Healthy You, Inc. under the Community Development Block Grant 2016 Annual Action Plan No. B-16-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$15,458.00 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the City of Dothan, Alabama, will be assisting the **Dothan Downtown Redevelopment Authority (DDRA)** with façade improvements through the budgeting of Community Development Block Grant Funds, for the purpose of making exterior improvements to buildings in the downtown Historic District, and

**WHEREAS**, the City of Dothan recognizes the need to improve the appearance of downtown structures, and

**WHEREAS**, the City of Dothan has budgeted the amount of \$9,008.31 under the Community Development Block Grant 2016 Reprogrammed Funds for such purposes, and

**WHEREAS**, in order to assist the program it is necessary to enter into a subrecipient agreement between the City and the DDRA.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Dothan, Alabama, as follows:

**SECTION 1.** That the City of Dothan enter into a subrecipient agreement with the DDRA to support downtown façade improvements identified in the Community Development Block Grant Program, which said agreement follows:

State of Alabama

County of Houston

## UBRECIPIENT AGREEMENT

This Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and Dothan Downtown Redevelopment Authority (DDRA), hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

### WITNESSETH THAT:

The City of Dothan, Alabama desires to reprogram CDBG Entitlement funds from cost under runs from completed or cancelled projects in FY 2010, FY 2011 and FY 2012 to activities supporting the goals of the CDBG program. Reprogramed funds in the amount of \$9,008.31 will be used to support the Dothan Downtown Redevelopment Authority (DDRA) Façade Improvement Program to preserve and maintain buildings in downtown Dothan, Alabama.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of preserving buildings in the downtown historic district of Dothan.

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

### ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to administer the Façade Improvement Program to encourage and facilitate economic development in the targeted core Historic District of downtown through allowing a 50% cost match on projects involving exterior improvements to buildings. DDRA will administer the programs in a manner consistent with policies of the City of Dothan and the Board of Directors of the DDRA, a non-profit corporation, for purposes of this agreement shall include building improvement cost and administration cost to operate the program. A maximum of 10% of the grant may be used for administration costs to operate the program.

The City shall provide technical assistance regarding HUD regulations under this Agreement. Subrecipient shall be responsible for all application documentation, Davis-Bacon compliance, bidding procedures and any other related requirements for the program.

All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the City. The project shall be completed in compliance with all applicable state and local building codes.

ARTICLE II – PROJECT BUDGET AND FINANCING

The City shall pay and Subrecipient agrees to accept in full not more than Nine Thousand Eight Dollars and Thirty-one Cent (\$9,008.31) hereinafter “Grant” for performance under this Agreement.

Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements, invoices, executed lien waivers and other supporting documents covering all amounts to be paid. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Please refer to the project’s budget in Exhibit A.

The Recipient and Subrecipient agree to provide funds for downtown façade improvements.

DDRA - Façade Improvement Program.....\$9,008.31

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2016, and remain in effect from the effective date through September 30, 2017 or until the CDBG funds have been expended for the Façade Improvement Program, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. DDRA agrees to meet all requirements as related to the CDBG programs.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that Façade improvement Program expenses may be incurred effective this date, and that the improvement programs shall be completed within a 12-month period from said date or until the funding is expended.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in

writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An audit performed every two years by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

#### ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:

Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.

- (1) Program income includes, but is not limited to the following:
  - (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
  - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
  - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
  - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
  - (v) Proceeds from the sale of loans made with CDBG funds;
  - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
  - (vii) Interest earned on funds held in a revolving fund account;

- (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income to be returned to the City.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the DDRA.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall not be returned to the recipient, following the termination of this agreement.

#### ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

#### ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

#### ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

## ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain affordable financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

## ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
  - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
  - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

## ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

## ARTICLE XIV – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or

omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

ARTICLE XIII – ALABAMA IMMIGRATION LAW

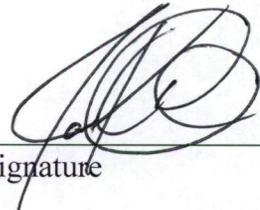
Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

DOTHAN DOWNTOWN  
REDEVELOPMENT AUTHORITY

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Signature

*Executive Director*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

*Pat Thomas*  
\_\_\_\_\_  
Attest

# EXHIBIT A



Pat Thomas – Chairman  
David “Mit” Kirkland – Vice Ch.  
Letetia Jackson – Treasurer  
Susan Wilkins – Secretary  
James McGhee  
Cliff Mendheim  
Jansen Tidmore – Exec. Dir.  
Jamie Bienvenu – Dir. M&M

PO Box 896 Dothan, AL 36302  
334-699-8118

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## Façade Grant Budget

Façade Improvement Funds:	\$9,008.31
Administration Fees:	\$900.00
TOTAL:	\$8,1008.31

# EXHIBIT B

For official use only.

FORM

Received by \_\_\_\_\_, date \_\_\_\_\_.

## E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, Jansen Tidmore, a duly authorized officer or agent of DDRA (contractor), do execute this affidavit on behalf of DDRA (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_ (contractor), do execute this affidavit on behalf of \_\_\_\_\_ (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>,

operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Homewood, at the time the subcontractor is retained to perform such services.

N/A

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

DDRA  
\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

Executive Director  
\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

Janson Tidmore  
\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this 12<sup>th</sup> day of December, 2014.

Sandrae Roman King  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: ~~My Commission Expires~~  
December 11, 2018

Resolution No. \_\_\_\_\_ entering into an agreement with the DDRA, continued.

**SECTION 2.** That the sum of \$9,008.31 be appropriated in FY 2017 to the General Fund/Planning and Development/Other Services & Charges/Maintenance Repair Outside, Account Number 001-2735-527.30-36, Project #CD1603 for the provision of building improvement costs and administrative expenses for the operation of DDRA Façade Improvement program under the Community Development Block Grant 2016 Reprogrammed Funds. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$9,006.31 in FY 2017.

**SECTION 3.** That the effective date of said agreement be the latter of October 1, 2016, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

**SECTION 4.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan agrees, pursuant to Section 38-8 of the Code of Ordinances, to waive the following sections of the City of Dothan Code of Ordinances and allow the Fire Department to issue a permit for the Downtown Dothan Group Fireworks Display to be held on Saturday, December 31, 2016:

Chapter 38, Fire Prevention and Protection.

Article II, Fireworks.

Chapter 62, Offenses and Miscellaneous provisions.

Section 62-101, Loud, disturbing or unnecessary; prohibited generally. Section 62-102, Enumeration of prohibited acts.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the terms of Scott Parsons and Jon Smith as members of the Museum Board expired on October 6, 2013; and

**WHEREAS**, the resignation of Shari Ezell as a member of the Museum Board, effective May 25, 2016, created a vacancy on that board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That Whit Husky, Ashley Maddox and Andy Gosselin are hereby appointed as members of the Museum Board, beginning immediately and expiring on October 1, 2017.

**Section 2.** That the above stated member shall serve until a successor has been duly appointed and qualified.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**RESOLUTION NO. \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That Deavours Clark is hereby appointed as a member of the Dothan Downtown Redevelopment Authority for a six-year term beginning on December 21, 2016 and expiring on December 20, 2022.

**Section 2.** The above stated member shall serve until a successor has been duly appointed and qualified.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 2**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, under provisions of Sec. 2-41, Code of Ordinances of the City of Dothan, all disbursements of funds from the treasury of the City shall be authorized by resolution of the Commission,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the Board of Commissioners does hereby approve payment of invoices for the month of November, 2016 in the amount of \$16,612,790.41.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 2**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

## FY 2017 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are Included in Monthly Totals in First Shaded Box											
Month	Total Amount	AMEA		U S Department of Energy		Crestwood		BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	CK Date	Monthly Amt	CK Date	Monthly Amt	Wire Date	Monthly Amt	Pay Period Ending Dates
October	\$ 16,565,491.71	\$ 6,411,473.43	10/31/16	\$ 575,272.71	10/18/16	\$ 77,284.65	10/18/16	\$ 962,083.30	10/31/16	\$ 1,080,151.47	10/1/16 & 10/15/16
November	16,612,790.41	4,739,850.93	11/29/16	555,100.37	11/17/16	76,625.94	11/17/16	816,788.61	11/30/16	1,076,921.35	10/29/16 & 11/12/16
December											
January											
February											
March											
April											
May											
June											
July											
August											
September	\$ 33,178,282.12	\$ 11,151,324.36		\$ 1,130,373.08		\$ 153,910.59		\$ 1,778,871.91		\$ 2,157,072.82	
				Power Purchase	\$ 12,435,608.03			5.36%		6.50%	
				%	37.48%			%	%	%	
				%	%			%	%	%	Includes Employer Contribution & Employee Payroll Deduction
Average	\$ 16,589,141.06										

\*Check typed according to payroll ending date.

\*\*In FY2017 amount reported as BCBS is amount paid for claims and administration fees.

**RESOLUTION NO.** \_\_\_\_\_

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the Board of Commissioners does hereby award bids which have been received and publicly opened and approve purchases over \$15,000.00 by the City, which are attached to and made a part of this Resolution.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 2**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**



**CITY OF DOTHAN, ALABAMA**  
**December 20, 2016**  
**EXHIBIT "A"**  
**BIDS TO BE AWARDED**

DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-086	89	<b>416 kVA Step Type Voltage Regulators,</b> <i>per Bid Specifications:</i> Quantities 12 (or more): Unit Price: <u>\$14,603.00</u> Total for 12 Units: <u>\$175,236.00</u>	Mayer Electric Supply Dothan, AL.	See Price In Description
DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-088	66	<b>1/0 Underground Primary Wire, Per City</b> <i>of Dothan Bid Specifications:</i> Quantity 12,500 Feet (or more) Unit Price: <u>\$2,089</u> Total for 12,500 Feet: <u>\$26,112.50</u>	Stuart Irby Dothan, AL.	See Price In Description

**OTHER PURCHASES over \$15,000**

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	<b>Professional Legal Services<sup>2</sup></b> Defense of EPA Enforcement Action Project # 850310 10/31/16- <u>\$8,552.77</u>	King & Spalding Atlanta, GA.	\$ 8,552.77
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet For Leisure Services James Oates Park	<b>John Deere Compact 3038E Compact Tractor with Front End Loader:</b> Quantity 1 (or more) Unit Price: <u>\$21,296.14</u> NJPA Co-operative Contract  <b>John Deere Gator TS with Electric Dump Bed:</b> Quantity 3 (or more) Unit Price: <u>\$6,603.04</u> Total Cost: <u>\$19,809.12</u> NJPA Co-operative Contract	SunSouth Local John Deere & Company Dealer Dothan, AL.	\$ 41,105.26
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet For Leisure Services James Oates Park	<b>Groundmaster 3500D:</b> Quantity 2 (or more) Unit Price: <u>\$31,545.69</u> Total Cost: <u>\$63,091.38</u>  <b>San Pro 3040:</b> Quantity 2 (or more) Unit Price: <u>\$18,806.95</u> Total Cost: <u>\$37,613.90</u> NIPA Contract #18879	Jerry Pate Turf & Irrigation Birmingham, AL.	\$100,705.29

Notes:

<sup>1</sup>ITB-Invitations to Bid

<sup>2</sup> Legal expenses have exceeded \$15,000 for this case.

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the Board of Commissioners does hereby approve advance travel requests for individual City employees as stated in Exhibit "A", which is attached and made a part of this Resolution.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 6**

**BOARD OF CITY COMMISSIONERS**

**EXHIBIT "A"**

<b><u>NAME</u></b>	<b><u>CONFERENCE</u></b>	<b><u>AMOUNT</u></b>
Lisa Reeder Romona Marcus	Government Finance Officers Association of Alabama (GFOAA) Annual Conference Birmingham, AL	\$ 1,280.00
Tim Mullis	Advanced Mobile Device Forensics Hoover, AL	\$ 100.00
Tim Mullis	Advanced Forensics Training Hoover, AL	\$ 100.00
Elston Jones Roy Kitts Tyson Carter Tony Thorne Kenny Dunning Kenny Thompson Matt Barefield Stephanie Wingfield	ARPA 2017 State Conference Montgomery, AL	\$ 3,775.00