

Sponsor: Bailey

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Emergency Solutions Grant (ESG) Program Sub-Recipient Funding Contract for the contract period of January 1, 2025 - December 31, 2025, between the City of Florence and MOMS, Inc., is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest said contract.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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\_\_\_\_\_  
CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK - TREASURER

STATE OF ALABAMA  
LAUDERDALE COUNTY  
GRANT NO. HESG-24-003

THIS *AGREEMENT* entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Florence, Alabama**, (hereinafter called the “*City*”) and **MOMS, Inc.** (hereinafter called the “*Subrecipient*”).

WHEREAS, the *City* has applied for and received Emergency Shelter Grants program (“*ESG*”) funds from the Alabama Department of Economic and Community Affairs (“*ADECA*”) under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act; and

WHEREAS, the intent of the Emergency Shelter Grants Program is to operate emergency shelters and transitional shelters, and provide essential social services and prevent homelessness for individuals, or families, or individuals, or families at-risk of homelessness; and

WHEREAS, the *City* wishes to engage the *Subrecipient* to assist the *City* in utilizing such funds; and

WHEREAS, the *Subrecipient* represents that it is qualified to participate in the *ESG* and has the requisite qualifications, expertise and experience in the provision of emergency solutions programs for homeless individuals or families or individuals or families at-risk of homelessness, and is willing to use said federal funds to operate said program;

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. Scope of Service**

a. Activities

The *Subrecipient* will be responsible for administering the following permissible activities in a manner satisfactory to the *City* and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant Program:

**Activity #1:** Homeless Emergency Assistance

b. ESG Program Components

All activities funded with ESG funds must meet one of the ESG program components. The *Subrecipient* certifies that all activities carried out under this *Agreement* will meet one of more of the following:

**Component #1:** Street Outreach

**Component #2:** Emergency Shelter

**Component #3:** Rapid Re-Housing

**Component #4:** Homeless Prevention

## **II. Performance Monitoring**

### **a. General Administration**

In compliance with all of the terms and conditions of this *Agreement*, the *Subrecipient* agrees to provide the services set forth in the Scope of Service and Work Plan (Exhibit A). The Work Plan provides a description of each activity, including the services to be performed, the person(s) or entity providing the services, the estimated number of recipients of the services, and the manner and means of the services.

The *Subrecipient* represents and warrants that the services to be provided to implement the Work Plan (Exhibit A) shall be performed in a competent, professional and satisfactory manner in accordance with the ESG.

### **b. Goals and Performance Measures**

The *City* will monitor the performance of the *Subrecipient* against goals and performance standards outlined in the Scope of Service and Work Plan (Exhibit A).

If the *Subrecipient* estimates such goals will not be met, the *Subrecipient* is to notify the *City*, at which time the *City* will determine if any adjustment to the grant award is appropriate.

Substandard performance as determined by the *City* will constitute noncompliance with this *Agreement*. If action to correct such substandard performance is not taken by the *Subrecipient* within a reasonable period of time after being notified by the *City*, contract suspension or termination procedures will be initiated.

### **c. Staffing and Relationship of Parties**

The *Subrecipient* shall ensure adequate and appropriate staffing is allocated to each ESG activity. Nothing contained in this *Agreement* is intended to, or shall be construed by the Parties, or by any third party, as creating or establishing the relationship of employer/employee, principal and agent, partnership or joint venture between the Parties, it being understood and agreed that *Subrecipient* is and will be at all times an independent contractor pursuant to this *Agreement* and shall not, in any way, be considered to be an officer, agent or employee of the *City*. The Parties intend that no rights or remedies be granted to any third party as a beneficiary of this *Agreement* or of any covenant, duty, obligation or undertaking established herein.

## **III. Time of Performance**

Services of the *Subrecipient* shall start on the 1<sup>st</sup> day of January, 2025 and end of the 31<sup>st</sup> day of December, 2025. The term of this *Agreement* and the provisions herein shall be extended to cover the time period during which the *Subrecipient* remains in control of ESG funds.

#### **IV. Budget**

TOTAL                    \$21,000.00

#### **V. Eligible Expenditures**

The following expenditures are reimbursable under this contract.

a. Street Outreach

These activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. (Reference: CFR §576.101)

b. Emergency Shelter

These activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. (Reference: CFR §576.102)

c. Rapid Re-Housing

These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. (Reference: CFR §576.104)

d. Homelessness Prevention

These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human through housing relocation and stabilization services and short- and/or medium-term rental assistance. (Reference: CFR §576.103)

#### **VI. Required Documentation**

*Subrecipient* is required to provide certain documentation specified by the *City* for the purposes of compliance, reporting, and reimbursement. Documentation includes, but is not limited to copies of invoices, payments, income verification, client information, statistical information, and business tax documents.

#### **VII. Funding Conditions**

a. Payments

It is expressly agreed and understood that the total amount to be paid by the *City* under this contract shall not exceed \$21,000.00. Requests for the payment of eligible expenses shall be made against the budget specified in Paragraph V herein and in accordance with proper, required documentation specified in Paragraph VI

herein. Failure to provide any of the required documentation and reporting will cause the *City* to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the *City* and *ADECA*.

b. Fiscal Compliance

Where the *City* has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this *Agreement* by the *Subrecipient*, the *City* may suspend the operation of this *Agreement* pending an audit or other resolution of such questions.

c. Expenditure of Funds

Much like how *ADECA* requires the *City*, pursuant to 24 CFR § 576.203, to expend all grant funds for eligible activity costs within the allotted timeframe, it is a requirement for the *Subrecipient* to expend all of the grant funds for eligible activity costs within the term of this *Agreement*. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for goods or services or an indirect cost, or the accrual of a direct charge for goods or services or an indirect cost. Failure to expend said funds within said timeframe can result in a reallocation of funds.

d. Matching

The *Subrecipient* is required to make matching contributions to supplement the ESG program in an amount that equals or exceeds the amount of ESG funds provided through the *City*. Such contributions shall be entirely consistent with the Matching Requirements as outlined by 24 CFR §576.201. The anticipated source and amount of all matching funds contributed by the *Subrecipient* will be enumerated in the Budget (Exhibit B).

**VIII. Notices**

Any noticed delivered or sent shall be effective on the date of delivery or sending. All notices and other written communications under this *Agreement* shall be addressed to the individuals in the capacity indicated below, unless otherwise modified by subsequent written notice.

	<i>City</i>	<i>Subrecipient</i>
<i>Entity</i>	City of Florence, Alabama	MOMS, Inc
<i>Contact</i>	Melissa H. Bailey, Director	David McCullough, Director
<i>Address</i>	110 W. College Street, Suite 115	414 E Tuscaloosa Street
<i>City, State, Zip</i>	Florence, Alabama, 35630	Florence, AL 35630

Telephone

(256) 740-8806

(256) 826-2913

E-Mail

[mbailey@florenceal.org](mailto:mbailey@florenceal.org)

[davidmc61@comcast.net](mailto:davidmc61@comcast.net)

## IX. General Conditions

### a. General Compliance

The *Subrecipient* agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576. The *Subrecipient* also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The *Subrecipient* further agrees to utilize funds available under this *Agreement* to supplement rather than supplant funds otherwise available.

### b. Coordination with Continuum of Care

The *Subrecipient* must work with the Continuum of Care (“CoC”) to ensure the screening, assessment, and referral of program participants are consistent with the written standards for providing ESG assistance as described in its consolidated plan. The *Subrecipient* must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system developed by the CoC in accordance with the requirements established by HUD. See 24 CFR § 576.400.

### c. Evaluation of Program Participants Eligibility and Needs

The *Subrecipient* must conduct evaluations and re-evaluations to determine the eligibility of each individual or family’s eligibility for ESG assistance in accordance with 24 CFR § 576.401.

### d. Shelter and Housing Standards

The *Subrecipient* certifies that shelters and housing supported by ESG funds and used by ESG beneficiaries will conform to 24 CFR § 576.403.

### e. “Independent Contractor”

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. The *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 the *Subrecipient* is an independent contractor.

### f. Licensing

The *Subrecipient* agrees to obtain and maintain, at its sole cost and expense, all required licenses, registrations, accreditation, permits and approvals as may be required by law for its operations and the performance of its services under this *Agreement*. The *Subrecipient* shall ensure that its staff and subcontractors shall also obtain and maintain all required licenses, registrations, accreditation, permits and approvals as may be required by law for the performance of services hereunder. Such licensing requirements include obtaining a *City* business license, as applicable. *Subrecipient* shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the services required by this *Agreement*.

**X. Hold Harmless**

The *Subrecipient* shall hold harmless, defend and indemnify the *City* from all claims, actions, suits, charges, and judgements whatsoever that arise out of the *Subrecipient's* performance or nonperformance of the services called for in this *Agreement*.

**XI. Workers' Compensation**

The *Subrecipient* shall provide Workers' Compensation Insurance coverage for all of its employees involved in this performance of this *Agreement* unless not required by law.

**XII. Insurance and Bonding**

The *Subrecipient* shall carry sufficient insurance coverage to protect contract assets loss due to theft, fraud, and/or undue physical damage.

**XIII. City Recognition**

The *Subrecipient* shall insure recognition of the role of the *City* in providing services through the contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to the funding source.

**XIV. Amendments**

The *City* or *Subrecipient* may amend this *Agreement* at any time provided that such amendments make specific reference to this *Agreement*, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the *City's* governing body. Such amendments shall not invalidate this *Agreement*, nor relieve or release the *City* or *Subrecipient* from its obligations under this *Agreement*.

The *City* may, in its discretion, amend this *Agreement* to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this *Agreement*, such

modifications will be incorporated only by written amendment signed by both *City* or *Subrecipient*.

## **XV. Suspension or Termination**

The *City* may suspend or terminate this *Agreement* at any time if the *Subrecipient* materially fails to comply with any terms of this *Agreement*, which include, but are not limited to the following:

- a. Failure for any reason to comply with any of the rules, regulations, or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- b. Failure for any reason to fulfill in a timely and proper manner its obligations under this *Agreement*;
- c. Ineffective or improper use of funds provided under this *Agreement*; or
- d. Submission by the *Subrecipient* or *City* reports that are incorrect or incomplete in any material respect.

In such event, the *Subrecipient* shall have no further rights hereunder; the *City* shall have all other rights and remedies as provided by law.

This *Agreement* may also be terminated for convenience by either the *City* or the *Subrecipient* in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a 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 purpose for which award was made, the *City* may terminate the award in its entirety.

## **XVI. Administrative Requirements**

### a. Financial Management

The *Subrecipient* agrees to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

### b. Documentation and Record-Keeping

The *Subrecipient* shall retain all financial records, supporting documents, statistical records, and all other pertinent to the *Agreement* for a period of four (4) years from the date of contract execution.

## **XVII. Disclosure**

The *Subrecipient* understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the *City's* or *Subrecipient's* responsibilities with respect to services provided under this contract, is prohibited by the City of Florence unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### **XVIII. Close-Outs**

The Sub recipient's obligation to the *City* shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments and determining the custodianship of records. Notwithstanding the foregoing the terms of this *Agreement* shall remain in effect during any period that the *Subrecipient* has control over ESG funds, including program income.

All *Subrecipient* records with respect to any matters covered by this *Agreement* shall be made available to the *City*, City agency, their designees or the Federal Government, at any time during normal business hours, as often as the *City* or City agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the *Subrecipient* within 30 days after receipt by the sub recipient. Failure of the *Subrecipient* to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The *Subrecipient* hereby agrees to have an annual agency audit conducted in accordance with current *City* policy concerning *Subrecipient* audits and, as applicable, OMB Circular A-133.

### **XIX. Personnel and Participant**

#### **a. Civil Rights**

The *Subrecipient* agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

#### **b. Nondiscrimination**

The *Subrecipient* agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **c. Affirmative Action**

i. Approved Plan

The *Subrecipient* that it shall be committed to carry out pursuant to the *City's* specifications an Affirmation Action Program in keeping with the principles as provided in President's Executive Order of September 24, 1965, The *City* shall provide Affirmative Action guidelines to the *Subrecipient* to assist in the formulation of such program. The *Subrecipient* shall submit a plan for an Affirmative Action Program for approval prior to award of funds.

ii. Women/Minority Business Enterprise

The *Subrecipient* will use its best efforts to afford minority- and woman-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-American, Spanish Speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans, and American Indians. The *Subrecipient* may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The *Subrecipient* shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

The *Subrecipient* will send to each labor union or representative of workers with which it has a collective bargaining *Agreement* or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. Equal Employment Opportunity/Affirmative Action (EEO/AA) Statement

The *Subrecipient* will, in all solicitations or advertisements for employees placed by or on behalf of the sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

v. Subcontract Provisions

The *Subrecipient* will include the provisions of paragraph XIX A, Civil Rights, and paragraph B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

**XX. Restrictions**

a. Prohibited Activity

The *Subrecipient* certifies the use of *ESG* funds will remain in compliance with all applicable federal, state, and local laws, including applicable laws not outlined in this *Agreement*. The *Subrecipient* is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, nepotism activities; entertainment purposes, gifts; illegal or dishonest conduct.

b. Labor Standards

The *Subrecipient* agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standard Act, the Copeland “Anti-Kickback” Act (40 U.S.C 276a-276a-5; 40 USC327 and USC 276c) and all other applicable Federal, state, and local laws and regulations retaining to labor standards insofar as those acts apply to the performance of this contract. The *Subrecipient* shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the *City* for review upon request.

The *Subrecipient* agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the *City* pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR parts 1, 3, 5, and 7 governing the payment of Wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those adopted than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the *Subrecipient* of its obligation, if any, to require payments of the higher wage. The *Subrecipient* shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraphs.

c. “Section 3” Clause

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders used hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the *City*, the *Subrecipient* and any of the Sub recipient's and subcontractors. Failure to fulfill these requirements shall subject subcontractor, their successors and assigns, to those sanctions specified by the *Agreement* through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The *Subrecipient* further agrees to comply with these "Section 3" requirements to include the following language in all subcontracts executed under this *Agreement*:

*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 (U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low- income persons residing in the metropolitan area in which the project is located."*

*The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project given to low- and very low- income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to low- and very low- income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low- income participants in other HUD programs and award contract for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low- income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low- income residents within the service area or the neighborhood in which the project is located, and to low- and very low- income participants in other HUD programs.*

*The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.*

*The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training."*

The *Subrecipient* will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City agency. The *Subrecipient* will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### **XXI. Assignability**

The *Subrecipient* shall not assign or transfer any interest in this contract without the prior written consent of the *City* thereto; provided, however, that claims for money due or to become due to the *Subrecipient* from the *City* under this contract be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the *City*.

#### **XXII. Subcontracts**

##### a. Approvals

The *Subrecipient* shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the *City* prior to the execution of such *Agreement*.

##### b. Monitoring

The *Subrecipient* will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in a written report and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

##### c. Content

The *Subrecipient* shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this *Agreement*.

d. Selection Process

The *Subrecipient* shall undertake to ensure that all subcontracts let in the performance of this *Agreement* shall be awarded on fair and open basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

e. Political Activities

The *Subrecipient* agrees that no funds provided, nor personnel employed under this contract, shall in any way or to the extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

**XXIII. Conflict of Interest**

The *Subrecipient* agrees to abide by the provisions of 24 CFR 84.42 and 57.611, which include, but are not limited to the following;

- a. The *Subrecipient* shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the *Subrecipient* shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to *ESG*-assisted activities, or who are in a position to participate in a decisions-making process or gain information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or *Agreement* with respect to the *ESG*-assisted activity, wither for themselves or those whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officers, or elected or appointed official of the *City*, the sub recipient or any designated public agency.

**XXIV. Lobbying**

The *Subrecipient* hereby certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an employee of any Member of Congress, an officers or employee of Congress, or an employee of any Federal grant, the making of an Federal loan, the entering of any Federal contract, the making of any cooperative *Agreement*, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, grant, or cooperative *Agreement*;

If any funds other than Federal appropriated funds have been paid or will be paid for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connect of this Federal contract, grant, loan, or cooperative *Agreement*, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (include subcontracts, sub grants, and contracts under grants, loans, and cooperative *Agreements*) and that all sub recipients shall certify and disclose accordingly;

a. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b. Copyright

If this contract results in any copyrightable material or inventions, the *City* and/or *City* agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

c. Religious Organization

The *Subrecipient* agrees that funds provided under this *Agreement* will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious, instruction, or proselytization.

**XXV. Environmental Conditions**

a. Air and Water

The *Subrecipient* agrees to comply with the following requirements insofar as they apply to the performance of this *Agreement*:

- i. Clean Air Act, 42 U.S.C., 7401, et seq.
- ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued there unto.

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

b. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the *Subrecipient* shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. Lead-Based Paint

The *Subrecipient* agree that any contraction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

d. Historic Preservation

The *Subrecipient* agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XXVI. Severability**

If any provision of this *Agreement* is held invalid, the remainder of the *Agreement* shall not be affected hereby and all other parts of this *Agreement* shall nevertheless be in full force and effect.

**XXVII. Section Headings and Subheadings**

The section headings and subheadings contained in this *Agreement* are included for convenience only and shall not limit or otherwise affect the terms of this *Agreement*.

**XXVIII. Waiver**

The *City's* failure to act with respect to a breach by the *Subrecipient* does not waive its right to act with respect to subsequent or similar breaches. The failure of the *City* to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XXIX. Entire Agreement**

This *Agreement* constitutes the entire *Agreement* between the *City* and the *Subrecipient* for the use of the funds received under this *Agreement* and it superseded all prior or contemporaneous communications and proposals, whether electronic, oral or written between the *City* and the *Subrecipient* with respect to this *Agreement*.

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written above.

[City]

[Subrecipient]

By: City of Florence, Alabama

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

Name: Andrew E. Betterton

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**WORK PLAN**

The MOMS, Inc. ESG activities under this contract:

*Emergency Shelter* *\$21,000.00*

The MOMS, Inc. will adhere to the following reimbursements schedule:

*March 31, 2025 HESG FY24 will be 10% drawn*  
*April 30, 2025 HESG FY24 will be 15% drawn*  
*May 31, 2025 HESG FY24 will be 20% drawn*  
*June 30, 2025 HESG FY24 will be 25% drawn*  
*July 31, 2025 HESG FY24 will be 30% drawn*  
*August 31, 2025 HESG FY24 will be 35% drawn*  
*September 30, 2025 HESG FY24 will be 55% drawn*  
*October 31, 2025 HESG FY24 will be 65% drawn*  
*November 30, 2025 HESG FY24 will be 75% drawn*  
*December 31, 2025 HESG FY24 will be 100% drawn- Final Invoice*

Closeout and final documents submitted to ADECA with the final invoice.

Requests for reimbursement are due on the 12<sup>th</sup> of each month (or the following business day if that falls on a holiday or weekend) for the PRIOR month. We will strictly follow this schedule for reimbursement submissions. Agencies are expected to submit a reimbursement each month, but no less than quarterly. If an agency fails to adhere to this schedule they will be asked to provide a written explanation and a remediation plan.

**EXHIBIT "B"**

**BUDGET**

**[Behind this page.]**

**EXHIBIT "C"**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit OMB Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Subrecipient Organization

Program Title

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Name of Certifying Officer

Signature

Date