

CONTRACT FOR PROFESSIONAL ADMINISTRATIVE SERVICES

CITY OF FOLEY AND GRANT MANAGEMENT, LLC

THIS AGREEMENT, entered into as of this _____, **2020** made between **GRANT MANAGEMENT, LLC, of Fairhope, Alabama**, hereinafter referred to as "CONTRACTOR" and the **CITY OF FOLEY**, hereinafter referred to as "LOCAL GOVERNMENT". Agreement concerns the following Community Development Block Grant Project:

CITY OF FOLEY AARONVILLE PLAYGROUND IMPROVEMENTS Community Development Block Grant (CDBG) PROJECT NO. _____

WITNESSETH THAT:

WHEREAS, the LOCAL GOVERNMENT desires to engage the CONTRACTOR to render technical and professional services, hereinafter described in connection with the ALABAMA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM as requested by the LOCAL GOVERNMENT officials.

NOW, THEREFORE, the LOCAL GOVERNMENT and the CONTRACTOR do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF CONTRACTOR

The LOCAL GOVERNMENT agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in connection with the Alabama Community Development Block Grant Program for the LOCAL GOVERNMENT, for Administrative and Program Management services, in a professional and proper manner, as prescribed in accordance with accepted CDBG Program management practices.

ARTICLE II - SCOPE OF SERVICES FOR ADMINISTRATIVE ASSISTANCE

The CONTRACTOR shall provide professional and technical assistance to the LOCAL GOVERNMENT to include, but not necessarily be limited to, the activities described in Attachment A.

ARTICLE III - TIME OF PERFORMANCE

Services to be provided shall commence upon grant approval by the State of Alabama and will continue for a reasonable period of time until all specifications of the proposed Alabama Community Development Block Grant Program have been completed. This Contract shall terminate upon final closeout approval of the Project by the Alabama Department of Economic & Community Affairs.

ARTICLE IV - GENERAL PROVISIONS

a. Personnel: The CONTRACTOR warrants that it has the professional personnel capable of performing the services, called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

b. Office Space: The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the LOCAL GOVERNMENT.

c. None of the work or services covered by this contract shall be subcontracted without the prior approval of the LOCAL GOVERNMENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

d. ACCESS TO MATERIALS: The LOCAL GOVERNMENT agrees to make available to the CONTRACTOR any maps, documents, and planning materials, or any other information in its possession or

otherwise readily available, which has a direct bearing on the CDBG Program of the LOCAL GOVERNMENT, at no expense to the CONTRACTOR.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

The total amount to be paid under this section for services called for in ARTICLE II shall be \$25,000.00. For services rendered under this Agreement, the LOCAL GOVERNMENT agrees to make periodic payments to the CONTRACTOR for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE II of this Agreement) up to ninety (90) percent of the total amount (\$22,500). Such payment shall be due upon presentation by the CONTRACTOR of written statements to the LOCAL GOVERNMENT certifying such amounts as are due and payable. The remaining ten (10) percent of total amount (\$2,500.00) will be retained, by the LOCAL GOVERNMENT, until approvable close out documents have been submitted to and approved by ADECA.

ARTICLE VI - TERMS AND CONDITIONS

a. Termination of Contract for Cause/Breach of Contract: If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the LOCAL GOVERNMENT shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONTRACTOR under this contract shall, at the option of the LOCAL GOVERNMENT become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the LOCAL GOVERNMENT for damages sustained by the LOCAL GOVERNMENT by virtue of any breach of the contract by the CONTRACTOR, and the LOCAL GOVERNMENT may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the LOCAL GOVERNMENT from the CONTRACTOR is determined.

Contractor and local Government agree that should a dispute arise between them as to liability/breach issues, that both parties are encouraged to mediate the matters between themselves first, but in the event litigation is necessary, both parties agree that jurisdiction over all legal claims, disputes, and demands will be present in the 28th Judicial Circuit of Baldwin County, Alabama with each party able to maintain any and all legal rights that they are entitled to maintain under existing Alabama Law. Contractor and Local Government specifically waive any and all rights they may have to arbitration or the arbitration process.

b. Termination for Convenience of the LOCAL GOVERNMENT: The LOCAL GOVERNMENT may terminate this contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the LOCAL GOVERNMENT, become its property.

If the contract is terminated by the LOCAL GOVERNMENT as provided herein, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONTRACTOR shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the CONTRACTOR during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the CONTRACTOR, the above clause relative to termination shall apply.

c. Changes: The LOCAL GOVERNMENT may, from time to time, request changes in the contract's Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which is mutually

agreed upon by and between the LOCAL GOVERNMENT and the CONTRACTOR, shall be incorporated in written amendments to this contract. The contract may be extended under mutually agreed provisions, through a written Amendment to this document.

d. Assignability: The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the LOCAL GOVERNMENT: provided, however, that claims for money by the CONTRACTOR from the LOCAL GOVERNMENT under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the LOCAL GOVERNMENT.

e. Reports and Information: The CONTRACTOR, at such times, and in such forms as the LOCAL GOVERNMENT may require, shall furnish to the LOCAL GOVERNMENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

f. Findings Confidential: All of the reports, information, data, etc., given to, or prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL GOVERNMENT.

g. Publication, Reproduction and Use of Material: No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONTRACTOR in the United States or in any other country. The LOCAL GOVERNMENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

h. Compliance with Local Laws: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the Local Government(s).

i. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the LOCAL GOVERNMENT may deem necessary, the CONTRACTOR shall make available to the LOCAL GOVERNMENT for examination all of its records with respect to matters covered by this contract and will permit the LOCAL GOVERNMENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of five (5) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the LOCAL GOVERNMENT.

j. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

k. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

l. Interest of Members of The Local Government and Other Local Public Officials: No officer, member or employee of the LOCAL GOVERNMENT and no member of its governing body, and no other public official 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 participate in any decision relating to this contract

which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

m. Interest of the CONTRACTOR: The CONTRACTOR covenants that he 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 contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed.

n. Officials Not To Benefit: No members of, or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

o. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to Contracts \$2,500 or greater):

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

4. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.

p. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in activities receiving Federal financial assistance.

q. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Economic and Community Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area and contract for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the

regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The CONTRACTOR shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

r. Section 3 Plan Format (For Contracts of \$10,000 and greater):

CONTRACTOR agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the LOCAL GOVERNMENT.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

2. To attempt to recruit from within the locality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.

5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

6. To formally contact unions, subcontractors and trade associations to secure their

cooperation for this program, if formal agreements are in existence.

7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the CONTRACTOR, we, upon execution of this contract, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

s. Section 402 Veterans of the Vietnam Era (if \$10,000 or over): Affirmative Action for Disabled Veterans of the Vietnam Era

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The CONTRACTOR agrees that all suitable employment openings of the CONTRACTOR which exist at the time of the execution of this contract, and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the CONTRACTOR other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The CONTRACTOR further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non—veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non—discrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the CONTRACTOR has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam Era hired; (3) the number of disabled veterans of the Vietnam Era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on—the-job training under 38 U.S.C. 1787. The CONTRACTOR shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. Copies of the reports will be submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor.

Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the CONTRACTOR becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the CONTRACTOR is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of contracts. The CONTRACTOR may advise the State system when it is no longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the CONTRACTOR proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer—union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full—time employment, temporary employment of more than three days duration, and part—time employment. It does not include openings which the CONTRACTOR proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State Employment Service system" means the local office of the Federal—State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the CONTRACTOR proposes to fill from within his own organization" means employment openings for which no consideration will be given to person outside the CONTRACTOR'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the CONTRACTOR poses to fill from regularly established "recall" lists.

d. "Openings which the CONTRACTOR proposes to fill pursuant to a customary and traditional employer—union hiring arrangement" means employment openings which the CONTRACTOR proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the CONTRACTOR and representatives of his employees.

9. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the CONTRACTOR'S non—compliance with the requirements of this clause, actions for non—compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the CONTRACTOR'S obligations under

the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and shall outline the rights of applicants and employees.

12. The CONTRACTOR will notify each labor union or representative of workers with which it has a bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

13. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract compliance Programs may direct to enforce such provision, including action for non—compliance.

t. Beason-Hammon Alabama Taxpayer and Citizen Protection Act - By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE VII - ADDITIONAL SERVICES OF CONTRACTOR

If authorized in writing by the LOCAL GOVERNMENT the CONTRACTOR shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the LOCAL GOVERNMENT and the CONTRACTOR, and written authorization from the LOCAL GOVERNMENT to proceed, the CONTRACTOR will provide the additional service. Examples of items considered as additional services shall include but not be limited to:

1. Formal and Informal Program Amendments
2. Environmental Impact Statements
3. Hazardous Site Negotiations
4. Legal or Expert Witness Testimony
5. Extended contract period caused by factors other than those under control of CONTRACTOR. (Normal contract period for single purpose projects is 24 months; for one year comprehensives is 36 months; for economic development projects is 12 months; and for planning grants is 12 months.)

IN WITNESS WHEREOF, the LOCAL GOVERNMENT and the CONTRACTOR by an appropriate motion adopted at a legally authorized meeting of its governing body held on the ____Day of_____, 2020 has authorized this agreement to be executed.

**CITY OF FOLEY
FOLEY, ALABAMA**

**GRANT MANAGEMENT, LLC
FAIRHOPE, ALABAMA**

By: _____
John Koniar, Mayor

Stacy McKean, Owner

Attest

Attest

ATTACHMENT A - SCOPE OF SERVICES

- a. Letter of Credit — Establish CDBG Letter of Credit provisions in coordination with the State and the Local Government's designated depository in accordance with State requirements, including the filing of required signature and authorization cards, certifications, and designations of authority.
- b. Meetings — Attend and represent the Local Government's Community Development Program at meetings held by the State.
- c. Files — Design a records management system that can be easily used by responsible personnel within the Local Government. Provide assistance in setting up and maintaining the program files to adequately demonstrate compliance with all pertinent CDBG requirements.
- d. Environmental Review — In accordance with State regulations, perform the environmental review, prepare the Environmental Review Record, and prepare and distribute the necessary notices.
- e. Contract for Engineering Services — Develop appropriate contract documentation for engineering services and prepare the necessary justification statement for utilization of the engineering firm chosen by the Local Government. Said justification statement shall specifically include reasonableness and cost justification.
- f. Accounting Systems - Design, implement, and maintain the Local Government's CDBG accounting system to include all appropriate ledgers and journals.
- g. Labor Standards — Coordinate with State offices to obtain wage rate decisions concerning the Local Government's CDBG construction activities. Conduct the required preconstruction conference(s) and ensure that construction activities comply with Labor Standards regulations.
- h. Project Budgets and Schedules — Prepare project and program grant budgets and schedules and revisions thereto, as required.
- i. Contractor Status - Coordinate with the State to obtain information with respect to debarment status on selected engineering and construction firms to be engaged in CDBG funded public improvement contracts.
- j. Contract Approval — Review and approve construction contracts for compliance with State regulations and requirements.
- k. Financial Management — Assist in approving CDBG related purchase requests with respect to programmatic and regulatory compliance. Prepare Requests for Payment on Letter of Credit. Monitor CDBG financial transactions and records to ensure they comply with State requirements.
- 1. Equal Opportunity - Assist the Local Government in its implementation of equal opportunity provisions. This shall include development of a Section 3 Implementation Plan and an Affirmative Action Plan as well as the 504 Assistance Plan.
- m. Acquisition — In the event that construction activities call for the acquisition of easements or other parcels, provide guidance to the Local Government to ensure compliance with the Real Property Acquisition regulations.
- n. Project Management — Monitor the contract performance of the engineering firm and construction contractors with respect to project costs, schedules and performance.
- o. Grant Closeout — Assist the Local Government with arrangements to conduct any required

grant audit and prepare the necessary Grantee Performance Report.

- p. General Administration - The above activities notwithstanding, provide general assistance, as appropriate, and when needed to assure that the CDBG grant program is performed and completed in a timely and competent manner. Responsibilities in this area shall include, but are not limited to, preparation of miscellaneous reports, correspondence and file documentation, meetings with various persons and agencies, and coordination specifically in response to requirements and requests of the Alabama Department of Economic & Community Affairs.