

CITY OF CULLMAN

RESOLUTION NO. 2026-125

WHEREAS, the City of Cullman has received a \$750,000.00 grant from the Appalachian Regional Commission (ARC) funds to renovate the former Calvary Apostolic First United Pentecostal Church for the development of the Cullman Community Theater.

WHEREAS, in accordance with federal regulations the City of Cullman solicited, received, and evaluated proposals from qualified grant administrative firms to provide application preparation services and grant administrative services required to implement all approved federal grant projects in accordance with federal regulations.

WHEREAS, the Cullman City Council selected Community Consultants, Incorporated to provide grant administration services for all federal grants approved through FY2026.

THAT, Woody Jacobs, Mayor, be and is hereby authorized to enter into a contract with Community Consultants, Incorporated to perform CDBG project administrative services required to implement the above referenced project in accordance with the approved ADECA administrative fee scale commensurate with the scope of services required to adequately discharge all project administrative responsibilities associated with this project.

ADOPTED BY THE CITY COUNCIL this the 6th day of July, 2026.

President of the City Council

ATTEST:

City Clerk

APPROVED BY THE MAYOR this the 6th day of July, 2026.

Mayor

COUNCIL AGENDA REQUEST

Date: 07/01/2026

Department: Economic Development Name: Pam Leslie

Phone: 256-775-7104 Email: pleslie@cullmanal.gov

Type of request (select all that apply):

- Alcohol License
- Budget Amendment
- Contract Approval
- Public Comment
- Special Event
- Other
- Annexation
- Change Order
- Petition
- Resolution
- Tax Abatement
- Bid Award
- Codification Change
- Proclamations
- Rezoning
- Variance

Reason for Request:

To approve grant administration contract with Community Consultants, Inc. for grant administrative services for the performing arts theater.

Supporting Documentation:

Attach supporting documentation.

Signature:  

Signed by: F3D394D0DE484C9...

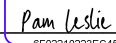
Approval Sequence:

1. Administration – City Clerk’s Office

Verifies form is completed and proper documentation is attached.

Approved to Move Forward Rejected Return to Requestor

Comments:

Signature:  Date: July 1, 2026 | 4:06 PM CDT

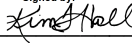
Signed by: 8F02210223EC457...

2. Council Committee Chairperson - Kim Hall

Ensures necessity of the request.

Approved to Move Forward Rejected Return to Admin

Comments:

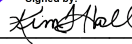
Signature:  Date: July 1, 2026 | 4:25 PM CDT

Signed by: 373F5C72C0C944B...

3. Council President

Approved for Council Agenda Rejected Return to Committee

Comments:

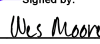
Signature:  Date: July 1, 2026 | 4:28 PM CDT

Signed by: 373F5C72C0C944B...

4. Administration – City Clerk’s Office

Added to Council Agenda Date of Meeting: 07/06/2026

Comments:

Signature:  Date: 07/01/2026

Signed by: 8F02210223EC457...

CONTRACT AGREEMENT

BETWEEN THE

CITY OF CULLMAN

AND

COMMUNITY CONSULTANTS, INCORPORATED

THIS AGREEMENT, entered into as of this 7th day of July 2026, by and between **COMMUNITY CONSULTANTS, INCORPORATED** (herein called the CONTRACTOR) and **the City of Cullman** (herein called the LOCAL GOVERNMENT). This Agreement concerns the City of Cullman 2026 Appalachian Regional Commission (ARC) Grant to renovate the former Calvary Apostolic First United Pentecostal Church for the development of the Cullman Community Theater.

WITNESSETH THAT:

WHEREAS, the City of Cullman desires to engage Community Consultants, Incorporated to render technical and professional services, hereinafter described in connection with the Cullman ARC Project #: **AL-22591-2026**.

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 Appalachian Regional Commission Grant Program for the LOCAL GOVERNMENT. The CONTRACTOR shall provide administrative and program management services, in a professional and proper manner, as prescribed in accordance with accepted ARC 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 1.

ARTICLE III - TIME OF PERFORMANCE

Services to be provided shall commence upon execution of the contract by both parties and will continue for a reasonable period of time (as defined in Article VIII) until

all specifications of the proposed Appalachian Regional Commission Grant Program have been completed. This Contract shall terminate upon final close-out 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, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such activities.

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 provisions 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 ARC Program of the LOCAL GOVERNMENT, at no expense to the CONTRACTOR.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the LOCAL GOVERNMENT agrees to pay the CONTRACTOR for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE II of this Agreement). Such payment shall be due monthly upon presentation of written statements certifying such amounts as are due and payable. The total amount to be paid under this section for services called for in ARTICLE II shall be **\$50,000.00**.

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, reports, or other materials prepared by the CONTRACTOR under this Contract shall, at the option of 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.

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 faults of the CONTRACTOR, the above clause relative to termination shall apply.

c. Changes: The LOCAL GOVERNMENT may, from time to time, request changes of the CONTRACTOR in the 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 obligation 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 county. 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 prearranged times during normal business hours and as often as the LOCAL GOVERNMENT may deem necessary, the CONTRACTOR shall make available to the LOCAL GOVERNMENT at the CONTRACTOR'S place of business 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 ground 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 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 ensure 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 Council Member, shall be admitted to any share or part hereof, or to any benefit to arise here from.

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 503 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 \$2,500 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination 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 there under 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 or 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 applicant 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 ARC 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 municipality 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 sub-contractual 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 work force 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 and 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 the 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 where in 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 non disabled 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 contact 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 proposed 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 non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings which 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 proposed 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 reasonable 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 persons outside the CONTRACTOR'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the CONTRACTOR proposes 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 pose 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 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 provisions, including action for noncompliance.

ARTICLE VII – EQUAL OPPORTUNITY PROVISIONS

a. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employer or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action

shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. Contractors shall incorporate foregoing requirements in all subcontracts.

b. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- a. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the

rules, regulations and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
- f. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, 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 Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE VIII - ADDITIONAL SERVICES OF CONTRACTOR

If authorized in writing by the LOCAL GOVERNMENT the Contractor shall furnish additional services which are not considered an integral part of the scope of services herein. Under this agreement, all cost 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 are not be limited to:

1. Formal and informal program amendments
2. Hazardous site negotiations

3. Legal or expert witness testimony
4. Extended contract period caused by factors other than those under control of contractor. (a normal contract period for a single purpose project is 18 months; for a one year comprehensive, the normal contract period is 24 months; for an economic development project, the normal contract period is 12 months; and for a planning project, the normal contract period is 12 months.)

It is specifically understood by the LOCAL GOVERNMENT that, in the event additional services are required of the CONTRACTOR, the LOCAL GOVERNMENT will, if necessary, pay all or a portion of said fees from local funds over and above the matching share committed under the LOCAL GOVERNMENT'S grant agreement.

BEASON-HAMMOND ALABAMA TAXPAYER & CITIZEN PROTECTION ACT COMPLIANCE

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.

BUY AMERICAN PREFERENCE:

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will comply with the requirements of the Build America, Buy America (BABA) Act.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT and the CONTRACTOR have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

City of Cullman

Woody Jacobs, Mayor

ATTEST:

Wesley Moore, City Clerk

COMMUNITY CONSULTANTS, INCORPORATED



Terry Acuff, President

ATTEST:



Jennie Acuff Whittaker

ATTACHMENT 1

SCOPE OF SERVICES

PROJECT NO. AL-22591-2026

The work described below will be undertaken by Community Consultants, Incorporated, on behalf of the City of Cullman. Each work area listed also has a group of typical activities that will be undertaken as required.

- A.** Community Consultants will work closely with the local government to ensure the efficient implementation of the project in a timely manner and in compliance with all applicable Federal regulations. This will be accomplished while keeping the additional workload placed on the community's staff to a minimum.
- B.** Community Consultants will familiarize local officials with the ARC program requirements to enable the community to comply with all applicable rules, regulations and procedures.
- C.** Community Consultants will represent the local government at ARC meetings, conferences and workshops sponsored by the Alabama Department of Economic & Community Affairs which directly relate to the overall management and implementation of the ARC project.
- D.** Community Consultants will prepare all documentation required to comply with ADECA's Letter of Conditional Commitment for the community's project such as development of an implementation schedule for the project, preparation of a detailed project budget, and all other requirements set forth in the local government's Letter of Conditional Commitment.
- E.** Community Consultants will establish and maintain the municipality's project filing system to satisfy ADECA's ARC program requirements. The local government's filing system will be maintained in a manner to adequately demonstrate compliance with all applicable Federal, State, and Local regulations. Community Consultants will monitor the program files for compliance on a monthly basis to ensure program compliance at all times.
- F.** Community Consultants will provide overall management and administration of the project including any general assistance appropriate to ensure the project is implemented and completed in a timely manner. This will consist of, but not necessarily be limited to, preparation of miscellaneous correspondence and reports such as the development of the local government's 504 Assessment and Transition Plan. Community Consultants will work with local officials, Alabama Department of Economic & Community Affairs staff and other interested parties in the implementation of this project in accordance with all federal regulations.
- G.** Community Consultants will provide the local government with all required documentation related to Citizen Participation. Community Consultants will schedule, conduct, and attend all public hearings required during the implementation

of this project. Community Consultants will review the local government's existing Citizen Participation plan and make changes required to comply with ADECA's regulations. All items related to Citizen Participation will be maintained in an individual file and be included in the project filing system.

- H. Community Consultants will work with local officials in developing a financial management system as required to comply with the financial documentation requirements of the ARC program. If necessary, Community Consultants will provide the local government with an acceptable financial record-keeping system format which includes, but is not limited to, cash receipts and disbursements journals, contract journals, general ledgers, and federal cash control records. All of the financial records will be maintained by Community Consultants; however the official journal entries must be made by community personnel in the community's official municipal books. Community Consultants will assist the local government in establishing a checking account for the ARC project.
- I. Community Consultants will develop and prepare all drawdown requests to ADECA. Community Consultants will prepare a detailed summary of all expenditures to be paid from each draw and assist the local government in disbursing the funds. Financial status reports will be provided to the local government monthly outlining the financial status of project. Community Consultants will closely monitor all expenditures to minimize the possibility that the project exceeds the budget.
- J. Community Consultants will provide guidance and assist the local government in the development of all professional contracting activities to ensure compliance with applicable ARC requirements. Such assistance will include the provision of an acceptable procurement policies and procedures manual, preparation of requests for proposals, review of contracts, and related forms for all professional contracts required during the implementation of the project.
- K. Community Consultants will monitor and coordinate the implementation of all aspects of the construction portion of this project by working closely with the project engineer. Such assistance will include the review of advertisements for bids, attendance of bid openings, determination of debarment status of low bidder, notice of contract award, review of all construction contracts, and secondary approval of all construction invoices. In addition, Community Consultants will assist the local government in resolving or addressing all construction problems.
- L. Community Consultants will serve as the Labor Standard Officer for the local government's ARC project. This will include the request for wage rates from ADECA, review and approval of bid documents, conducting the ARC portion of the preconstruction conferences, review of all payrolls, requests for additional job classifications, conducting job site interviews, and review of all payroll deductions. All labor standard information will be maintained in a separate file in the local government's project filing system.

- M.** Community Consultants will monitor the general performance of the local government's project on a daily basis to ensure timely implementation, budget compliance, and program integrity. Community Consultants will advise the local government of all problems arising throughout the life of the project.
- N.** Community Consultants will assist the City with compliance documentation to secure the easements needed to implement the project (this does not include surveying, property descriptions or appraisals).
- O.** Community Consultants will assist the local government in meeting the Equal Opportunity and Fair Housing requirements for participation in the ARC Program. An Equal Opportunity file will be maintained in the local government's project filing system which will include all required material to meet ADECA's requirements.
- P.** Community Consultants will attend ADECA's monitoring visit of the local government's ARC project. Community Consultants will maintain the files in a manner to avoid findings against the local government.
- Q.** Community Consultants will advise local officials and staff concerning appropriate arrangements to obtain the required annual ARC project audits. Community Consultants will provide the auditor with all project information required to fully document compliance with ARC program requirements.
- R.** Community Consultants will prepare and submit all required close-out documentation for the project to the Alabama Department of Economic & Community Affairs. Additionally, Community Consultants will assist the local government in resolving all problems related to the project after close-out.

Periodic invoices for payment will be sent by Community Consultants, Incorporated to the City of Cullman. These invoices will be designed to facilitate direct comparison to the work areas in this Scope of Services.