



# **JEFFERSON COUNTY, ALABAMA**

**Community Services & Workforce DEVELOPMENT  
CDBG-DR Policies & Procedures Manual**

Detailed Plan for Financial Administration and Management programs for  
CDBG-DR Programs

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## **SECTION 1: INTRODUCTION**

This document is to provide guidance for the Jefferson County Office of Community Services and Workforce Development (CS & WD) that will assist in carrying out its financial and programmatic responsibilities under Community Development Block Grant Disaster Recovery Grants (CDBG-DR).

The detailed administrative requirements of the Office of Management and Budget (OMB) Circulars such as A-87, 29 CFR 95, Uniform Administrative Requirements for Grants and Agreements, 2 CFR 200 (as applicable), and 24 CFR 570 are adhered to.

## **SECTION 2: FINANCIAL MANAGEMENT SYSTEM**

The following parts detail financial management systems that will be utilized to maximize compliance and efficiency.

### **Part (A). MUNIS Financial System**

In compliance with the Common Rule, Jefferson County utilizes the MUNIS Financial Management System. Based on delivering accurate and reliable financial data, MUNIS's core business logic is built on proven, functionally mature and industry-specific metrics. Jefferson County's MUNIS Financial Management System delivers accurate, transparent, and efficient financial operations. MUNIS financial applications make it easy to streamline and simplify all of the Department of CS & WD accounting operations throughout all programs. With its versatile features and options, MUNIS connects financial data to the MUNIS General Ledger, a true multi-fund accounting system with automated due to/due from processing. The MUNIS system records Grant Awards, Obligations, Un-Obligated Balances, Assets, Liabilities, Expenditures and Program Income, plus a flexible Chart of Accounts is adaptable to program and projects' needs.

Additionally, MUNIS updates all balances in real-time with each transaction, connecting users to the most current accurate information. MUNIS' Project and Grant Accounting provides an optional method for multi-year tracking of budgets, expenditures and revenues for user-defined projects.

This customizable system allows Jefferson County to provide the following:

- Accurate, current, and complete disclosure of financial results.
- Records that identify adequately the source and application of grant funds.
- Comparison of actual outlays with amounts budgeted for the grant.
- Procedures for determining reasonableness and allowable costs.
- Accounting records that are supported by appropriate source documentation such as cancelled checks, paid bills, payroll records, time and attendance records, contracts and sub grant award documents etc.
- A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

**Part (B). Disaster Recovery Grant Reporting System (DRGR)**

DRGR allows Jefferson County to submit financial and performance data to HUD regarding activities funded under CDBG-DR grants. DRGR provides the means for updating and reconciling grant award amounts, drawdown information, and current balances from the Line of Credit Control System (LOCCS) via the DRGR system.

DRGR provides users with the ability to create vouchers which are then reconciled with the drawn amounts with LOCCS to ensure accuracy of financial balances. After the vouchers are processed via LOCCS, DRGR updates the status of the vouchers, enabling users to track the status of their draw-downs.

The following are the basic components of DRGR to be utilized by Jefferson County:

- Grants, Sub-funds, and sub-grants
- Action Plan
- Projects
- Activity Setup
- Activity Funding
- Draw-Downs
- Accomplishment Reporting
- Reports
- Security and Data Access

**SECTION 3: ADVANCED FUNDING**

Jefferson County, Alabama will not request advanced funding. All draw down requests are on a reimbursement basis only.

**SECTION 4: PROGRAM INCOME**

Program Income are earnings realized from CDBG-DR supported activities and may include such items as loan repayments, proceeds from sale of property, and lien repayments.

Jefferson County will comply with HUD requirements found in 24 CFR 570.489. Program Income received from loan proceeds/sales on grants are reprogrammed. The amount of the draw down is reduced by the amount of Program Income.

**SECTION 5: SALARIES AND WAGES**

Jefferson County, Alabama utilizes the KRONOS payroll system for the recording and reimbursement of administrative and program support staff. The KRONOS payroll system requires staff to certify payroll bi-weekly. Based on the time punches by employees, reports are created representing the exact hours pertaining to specific projects completed by staff. The

payroll expense based on actual hours worked on each grant is charged bi-weekly. The following procedures are used for processing time sheets/payroll:

- a. All employees will be responsible for completing a time sheet on a bi-weekly basis.
- b. Leave will be recorded based on approved leave slips.
- c. Time will be distributed to grants based on activity.
- d. Time for programmatic activity will be documented on a supplemental timesheet (Exhibit 2).
- e. The Auditor will verify the accuracy of the time sheet.
- f. The supervisor will approve the time sheet.
- g. The Auditor will record the time in the Kronos Payroll System.
- h. The Director or Assistant Director of CS & WD will approve the payroll.
- i. The Payroll Office will submit a monthly payroll cost report.
- j. The Senior Accountant will determine the cost allocations based on the time sheets.
- k. Only staff assigned specifically to the CDBG-DR program is paid from CDBG-DR funds as recorded on the supplemental time sheets.

#### **SECTION 6: INDIRECT COSTS**

Jefferson County has an approved indirect cost plan. Indirect costs may be charged to grants that can absorb the additional administrative cost.

#### **SECTION 7: INTERNAL CONTROLS**

The detailed procedures are designed to include Internal Controls required to provide for adequate safeguarding of assets and accurate financial reporting. The concepts, elements, and objectives of internal controls include the following:

##### **Concepts**

- The establishment and maintenance of a system of Internal Control is the responsibility of management and will be under continuous monitoring and supervision.

- Accounting control provides reasonable, but not absolute, assurance that the objectives of the system will be met.
- Underlying effective internal control are the competence and integrity of personnel. Independence is their assigned function, and their understanding of defined procedures.

**Elements**

- Personnel with clear lines of authority, responsibility, and adequate segregation of duties.

**Objectives**

- Adequate controls over cash receipts, cash disbursement and purchases, payroll, account reconciliation, and record keeping.
- Documentation of regulated functions such as procurement, determination of program eligibility, contract and program performance.
- 

**Part (A). Organizational Chart**

The Jefferson County Commission is the Grantee for the receipt of grant funds. Grants are administered by the Jefferson County Office of CS & WD. As the Grantee, Jefferson County is responsible for the expenditure of funds in compliance with regulations and waivers and any other local, State, or Federal requirements.

Attached is a Departmental Organizational chart (**see Attachment A**).

**Part (B). Staffing**

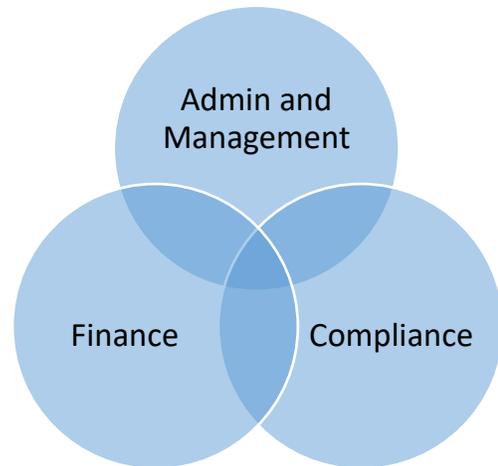
The Jefferson County Office of CS & WD will oversee all activities and expenditures of awarded grants. Staff assures programmatic and financial oversight of the CDBG-DR program. Jefferson County will also maintain a close relationship with Grantor representatives and consult them throughout the grant program when guidance is required.

**Part (C). Lines of Authority**

In establishment of its programs, the Jefferson County Office of CD & WD focused on creating a cohesive, cross-functional organizational structure that incorporates both horizontal and vertical lines of communication. In doing so, Jefferson County has met its organizational goals to:

- Create clear approval controls that provide reasonable assurance that appropriate individuals approve recorded transactions in accordance with management’s general or specific criteria.

- Establish controls over the design and use of documents that provide reasonable assurance that transactions and events are properly documented, recorded, and auditable.
- Assign segregation of duties to effectively reduce the opportunity for program participants to perpetrate or conceal errors or irregularities in the normal course of duties.



- Institute guidelines and policy that make clear all personnel are responsible for communicating upward the program participant’s operating problems and noncompliance with laws and regulations.
- Develop internal control standards that support the Department’s ability to prepare financial statements that are fairly presented in conformity with generally accepted or other relevant and appropriate accounting principles and regulatory requirements.

While each of the Divisional Components has specific and unique responsibilities they are required to overlap and perform-peer-to peer review to identify errors or omissions in Program compliance.

**Part (D). Program Administration Sequence**

Once the Action Plan is approved by HUD, the staff assigned to CDBG-DR will follow specific lines of responsibility and authority to facilitate the program.

**Grant and Budget Establishment**

All grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and Program Income are tracked within the MUNIS system.

Once the CDBG-DR Action Plan is approved by HUD, a Grant Set up Form (GSUF) **(see Attachment B)** is completed by the Chief Accountant and Approved by the Director and includes an approved Commission Resolution as well as all information relative information:

1. Type Grant
2. Name of Grant
3. Amount of Grant
4. Award Date
5. Awarding Agency

6. Grant Period
7. Matching Requirements
8. Grant Description
9. Special Conditions/Restrictions
10. Drawdown Information

Organizational and object codes follow the approved grant budget. Once the GSUF is approved, an account is set up in the MUNIS Financial Management System in both the grant module and the project module. The account information entered into MUNIS follows the GSUF.

The accounting staff will be responsible for submitting all required information to the Budget Management Office (BMO) and the Munis System. This internal grant record includes grant awards, obligations, un-obligated balances, assets, liabilities, expenditures and program income. Expenditures entered into the System will immediately be cross-referenced against all CDBG-DR programs.

Expenditures are also detailed to identify their specific relation to eligible scope of work. If multiple funding sources are used for any particular project the System will allow for an allocation of project expense based on eligible work performed.

#### **Review of Financial Documents**

A full review of all financial documents, as well as eligibility and fiscal review, is completed by the Project Manager and the Accountants. Once the Project Manager and the Accountants approve the information it is reviewed by the Community Development Specialist or Senior Housing Rehabilitation Specialist. If an issue is identified as a problem it is brought to the attention of the Project Manager immediately. The Project Manager sets up a meeting to review the documents and resolves all issues with the staff members mentioned above.

Throughout the Project Life-Cycle the Project Manager and the Accountant are responsible for receiving and tracking Project Status Reports and invoices for each contract. The Project Manager reviews the Project Status Reports submitted by the consultant. The Accountant matches the invoice to the correct contract and purchase order and reviews the fiscal expenditure for contract compliance. Following review, the Project Manager and the Accountant sign the invoice authorizing payment and submits it to the Community Development Specialist who then reviews and authorizes it before submitting it to the Chief Accountant. If no negative findings are identified, the Chief Principle Accountant signs the invoice and forwards it the Director (The Deputy Director is authorized to sign pay requisitions in absence of the Director) for signature and then returns to the Accountant for processing. The expenditure is then entered into MUNIS by the Accountant. The expense is liquidated against the purchase order and approved and verified within the MUNIS system by the Director and the Finance Department and verified by the Purchasing Office (Finance). Once verified and approved by the Purchasing Office a check is mailed out by the County Treasurer's office.

**The MUNIS system will not allow for payments/encumbrances that exceed the purchase order/contract amount or the grant award.**

### **Financial Management**

All drawdowns from HUD or other funding agencies are prepared by the Accounting staff based on actual expenditures in MUNIS. The Accountants review the draws against MUNIS. Once approved, the Accountant then enters the request into the HUD data base DRGR system. Once the request is approved in DRGR, the draw is sent to the Treasurer's office based on the draw-down request. This alert tells the Treasurer's office of an incoming wire and for what project the funds are associated.

All funding of activities, draw-downs and close outs in DRGR are reconciled with the County's MUNIS system by the Accountants and the Community Development Specialist and reviewed by the Director. Year to date budget reports are run quarterly by the Chief Accountant on each grant and the draw-downs in DRGR are based on actual expenditures.

Monthly, a full Program Reconciliation is performed by the Accountants to balance all expenditures in MUNIS and DRGR.

### **Contract Close-Out**

The Project Manager and the Principal Accountant notifies the Community Development Specialist when a contract is complete and can be closed out in MUNIS and DRGR and internal data-bases. The close out form (**see attachment C**) is required or an updated accomplishment narrative if the National Objective has not been met at that time. Once all expenditures have been processed and all revenue has been received, grant close out begins.

The Chief Accountant in the Community Services and Workforce Development Department requests the close out. The County's Finance Office then verifies all expenditures and revenues have been received and the grant can be closed. Notification is promptly delivered to HUD by the Director requesting the grant be closed.

### **Part (E) Procurement**

#### **PURCHASES:**

The Department of Community Services and Workforce Development adheres to the Jefferson County Purchasing procedures. The Housing Rehabilitation Division awards contracts for housing cases through purchase orders. A requisition is created for a housing job. Bids for the jobs are conducted and the lowest, responsible bidder is awarded the contract. A purchase order is generated to the contractor and approved by the Jefferson County Commission.

In accordance with HUD's Section 3 program and the county and state of Alabama purchasing requirements, the county shall take affirmative steps to ensure that small, disadvantage and

minority firms; women business enterprises, and labor surplus firms are solicited whenever there are potential qualified sources.

All procurement carried out with CDBG-DR funds where the county is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement policies will not restrict or eliminate competition. The county shall not place unreasonable requirements on firms for them to qualify to do business nor will the county encourage or participate in non-competitive practice among firms. The county is alert to organizational conflict which would jeopardize the negotiation process and limit competition,

### **CONTRACTS:**

All construction contracts are competitively bid. Architectural/Engineering services are procured through a RFP process. An advertisement requesting proposals is published in a newspaper of general circulation as well as a minority newspaper. All proposals are rated by a committee and the lowest proposal is selected. If there is a case where the lowest bid is not selected, written justification will be provided.

All construction contracts will be developed in compliance with 570.503(b) and will include clauses for Davis-Bacon labor standards and Duplication of Benefits.

### **Part (F). Payment Processing**

The vendor submits their requests for reimbursement based on the budgets attached to the contract. Funds are released on a reimbursement basis only and source documentation is required. Source documentation may include, but is not limited to, time and attendance records, payrolls, invoices, canceled checks, paid bills, purchase orders, and other sufficient documentation to justify the expenditures. The Accountant matches the invoice to the correct contract and purchase order and reviews the fiscal expenditure draw for contract compliance.

Following the review, both programmatic and fiscal, the Program Manager and the Accountant sign the invoice authorizing payment and submits it to the Director or the Deputy Director in his absence. If deficiencies are found, the vendor is notified immediately. Payment is contingent on: 1) expenditures being in accordance with the contract; and 2) satisfactory monitoring with no other outstanding issues. If no negative findings are identified, the Director signs the invoice and forwards it for processing.

### **SECTION 8: DOCUMENT CONTROL AND REPORTING**

All documents used by staff will be standardized, properly documented, recorded, and auditable.

Records, applications, and support documents related to the grant shall be retained for the greater of seven (7) years from close-out of CDBG-DR grant award, final audit acceptance, or the period required by other applicable laws and regulations. Files will consist of source documentation, including contracts and sub grant awards and will be maintained in hard copy

files. The County's MUNIS system will also retain all source documentation and accounting records for the same period.

A quarterly performance report will be submitted to HUD no later than 30 days following the end of each quarter after grant award and continuing until all funds have been expended and all accomplishments have been reported. Each quarterly report will include information about the uses of funds during the applicable quarter including (but not limited to) the project name, activity, location, and national objective; funds budgeted, obligated, drawn down and expended; the funding source and total amount of any non-CDBG-DR funds to be expended on each activity; beginning and completion dates of activities. Quarterly reports to HUD will be submitted using the DRGR system and within 3 days of approval from HUD, the County will post the submitted report to its official website.

The County will maintain on its website critical information on the CDBG-DR programs and the website address is as follows:

<http://www.jccal.org/Default.asp?!D=1765&pg=CDBG+Disaster+Recovery>

The website will include CDBG-DR plans and Project Reports. All critical information will be updated at least quarterly.

#### **SECTION 9: OVERALL BENEFIT OF LOW/MOD INCOME PEOPLE**

The overall benefit waiver in the Federal Register Notice dated March 3, 2013 provides that 50% of total CDBG-DR funds awarded must benefit low and moderate income persons.

#### **SECTION 10: PROGRAM ADMINISTRATION COSTS LIMITATION**

In accordance with 24 CFR 570.200, 24 CFR 570.205 and 24 CFR 570.206 no more than 5% of total CDBG-DR grant awards will be used for program administrative costs.

#### **SECTION 11: PUBLIC SERVICE CAP**

In accordance with 24 CFR 570.201 no more than 15% of the total amount of CDBG-DR funds awarded will be used for Public Services.

#### **SECTION 12: PREVENTING FRAUD, ABUSE OF FUNDS AND DUPLICATION BENEFITS**

In order to ensure the proper disbursement of grant funds, the County plans to remain in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as Office of Management and Budget Circulars A-87, A-133 and 22 CFR Part 200 (Uniform Administrative Requirements). The County will particularly emphasize mitigation of fraud, abuse and mismanagement related to accounting, procurement and accountability which may also be investigated. The County will monitor the compliance of applicants and HUD will monitor the County's Disaster Recovery Program. In addition to the steps listed below, Section

15 Monitoring and Section 18 Audits of this document also detail the County's plan to prevent fraud, abuse of funds and duplication of benefits.

### **Duplication of Benefits**

As provided by the Stafford Act, duplication of benefits is prohibited in accordance with the HUD Federal Register 5582-N-01. The Staff will continuously monitor or cause to be monitored, for compliance with this requirement. FEMA, National Flood Insurance Program, private insurers, SBA and other agencies will be contacted and data sharing agreements put into place to ensure that there is No Duplication of Benefits occurring within the various programs.

The staff will assure there is No Duplication of Benefits (DOB) by having the Grantee sign a No Duplication of Benefits form (**see attachment D**) and required the funded entity to further document DOB by providing a letter that no other funds have been received for a funded activity.

Deductions will be made of funds received from other sources made for CDBG-DR activities.

The County will be responsible for verifying the application information before an award is made or a contract is executed. The County will use data from FEMA, SBA, private insurance, etc., to verify Duplication of Benefits.

### **Steps to Avoid Mismanagement and Abuse of Funds**

The County will assess all program policies and procedures from an anti-fraud, waste, and abuse perspective. The County will work with HUD to provide anti-fraud training to program staff. Anyone with information regarding known or suspected misappropriation of funds or resources is encouraged to report the information to the County by sending a written report via U.S. mail to the following address: Jefferson County Office of CS & WD, 716 Richard Arrington Jr Blvd N, Suite A-430 Birmingham, AL 35203.

### **Conflict of Interest**

#### **Jefferson County CDBG-DR Conflict of Interest**

##### ***Applicability***

- (1)** In the procurement of supplies, equipment, construction, and services by recipients and by the sub recipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.
  
- (2)** In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other

improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

***Conflicts prohibited***

The general rule is that no persons described in this section who exercise or have exercised any functions or responsibilities with respect to CDBG-DR activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-DR assisted activity or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-DR assisted activity or with respect to the proceeds of the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

***Persons covered***

The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of sub recipients that are receiving funds under this part.

***Exceptions***

Upon the written request of the recipient, Jefferson County may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

**(1) *Threshold requirements.*** Jefferson County will consider an exception only after the recipient has provided the following documentation:

- (a)** A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (b)** An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

**(2) *Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, Jefferson County shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's

program or project, taking into account the cumulative effect of the following factors, as applicable:

(a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(b) Whether an opportunity was provided for open competitive bidding or negotiation;

(c) Whether the person affected is a member of a group or class of low- or moderate- income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(d) Whether the affected person has withdrawn from his or her functions or Responsibilities, or the decision making process with respect to the specific assisted activity is in question;

(e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(g) Any other relevant considerations.

### **SECTION 13: FEDERAL DEBARMENT/SUSPENDED LIST**

HUD regulations at 24 CFR Part 24 and 2 CFR Part 200 prohibits the use of HUD financial assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or Developer during any period of debarment, suspension, or placement in ineligibility status.

The System for Award Management (SAM) (<https://www.sam.gov/portal/SAM/#1>) is an electronic, web-based system that identifies those parties excluded from receiving Federal

contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

#### **SECTION 14: MONITORING**

The County will continuously monitor CDBG-DR activities. The County will determine the activities to be monitored and their frequency.

The County through the Department of CS & WD will oversee all activities and expenditures of the CDBG-DR funds. Existing County employees will be utilized administration of recovery activities. The Accountants remain involved in ensuring that there are layers of financial control and the programmatic staff assures compliance with fair housing, non-discrimination, labor standards, environmental regulations, and procurement regulations ay 2 CFR Part 200.

Each activity funded will meet the disaster threshold and one of HUD's three (3 National Objectives with emphasis on achieving the primary National Objective of benefiting low and moderate income persons, and will be an eligible activity. The County will perform the monitoring in accordance with a CDBG-DR monitoring plan.

The County will further maintain a high level of transparency and accountability by using a combination of desk reviews, site visits, and existing monitoring checklists used in monitoring regular program activities.

The primary purpose of the County's monitoring strategy is to ensure that all projects comply with applicable federal regulations and are effectively meeting their stated goals.

The County will continue to follow all guidelines it uses to monitor activities funded under the regular CDBG-DR program. The monitoring will address program compliance with contract provisions, including, but not limited to environmental reviews, fair housing, Section 3 compliance, compliance with the Davis-Bacon Act as well as other labor standard provisions, procurement regulations, fair housing and equal opportunity requirements, and compliance with the 2 CFR Part 200 Program Income, and other CDBG financial requirements.

#### **Monitoring Objectives**

The County's Office of CS & WD will be knowledgeable about the content and operation of the County's compliance and ethics guidelines. The County will exercise reasonable implementation and effectiveness of CDBG-DR programs through the following objectives:

- Exercising reasonable oversight over compliance activities, to include requesting and receiving information on the implementation and effectiveness of the compliance and ethics program from individuals with day-to-day operational responsibility.

- Assuring that reasonable steps have been taken to achieve compliance with regulations, policies, and procedures throughout the organization through the use of reasonably designed auditing and monitoring systems as well as periodic evaluation of the compliance program's effectiveness.
- Reporting on the implementation and effectiveness of the compliance program.
- Taking such other actions or making such other recommendations, as are necessary to promote an ethical organizational culture.

### **Team Members**

Monitoring will be carried out primarily by the Project Manager and the Accountant. The Chief Accountant and CD Specialist will oversee all monitoring activities. The Community Development Specialist will report directly to the Director on all monitoring issues.

### **Monitoring Activities**

The monitoring activities will consist of comprehensive and thorough procedures to meet the monitoring objectives above. These procedures and monitoring activities will be documented through the activity life cycles and will vary according to their need. The Project Manager and the Accountant will conduct reviews and monitoring. The Community Development Specialist will review all monitoring and compliance reports related to the Project Manager.

Main program files for CDBG-DR funded activities maintained within the County's central file system are managed by program delivery staff within their respective divisions. The County has primary responsibility for long-term compliance with program and comprehensive planning requirements. In addition, County staff members oversee the fiscal monitoring of all activities funded through the CDBG-DR program.

The CDBG-DR monitoring process will include these essential components:

**PROGRESS REPORTS**—Non-housing staff members conduct site visits and complete field reports under the direction of the CD Specialist. The field reports are used to describe the progress and conditions of the activities.

**MONITORING SCHEDULE**—Project Managers make activity site visits no less once per quarter. Additional site visits may be conducted in accordance with Davis Bacon and/or the resolutions of any issues that may arise.

**CLOSE-OUT** – This operation will generally follow the close-out procedures as required by HUD and the County. The Project Manager, Accounting Staff and the Community Development Specialist will be responsible for closing out projects and reconciling program activities. This will ensure proper documentation and close-out procedures are met.

**LONG TERM COMPLIANCE**—Projects that have long-term compliance requirements are monitored annually to ensure compliance with funding terms. The County’s monitoring policy requires inspections and income certifications of Federally-assisted properties.

## **SECTION 15: TIMELINESS OF EXPENDITURES**

The Project Manager tracks expenditure and completion targets as invoices are received by vendors. The Project Manager will identify any discrepancies and report the findings to the Community Development Specialist.

## **SECTION 16 AUDITS**

### **Audit Requirements**

Audits are required for non-Federal entities that expend more than \$500,000 or more in a year of Federal awards. The County undertakes an annual outside audit performed according to the standards of 2 CFR Part 200 Subpart F (audits). An outside audit pursuant to OMB A-133 is required for all expenditures exceeding \$500,000 or more a year. This requirement is included in all agreements. Audits must be undertaken annually, with one (1) exception. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.

### **Uniform Administration Requirements**

The County complies with requirements set forth in the following:

2 CFR Part 200 Subpart F (audit) "Cost Principles for State, Local, and Indian Tribal Governments".

This circular establishes principles and standards to provide a uniform approach for determining allowable costs under Federal grants and other agreements with states and local governments and Indian tribal governments. 2 CFR Part 200 Subpart F (audit) Administrative Requirements for Grants and Cooperative Agreements for State, Local, and Federally Recognized Indian Tribal Governments".

These regulations set forth uniform requirements for financial management systems, procurement, reports and records, and grant close-outs for Federal grant funding.

Nonprofit sub-recipients must comply with requirements set forth in the following:

2 CFR Part 200 Subpart F (audit) "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations".

This circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals, and other nonprofit organizations.

## 2 CFR Part 200 Subpart F (audit) "Cost Principles for Non-Profits"

This circular establishes principles for determining allowable costs under grants, contracts, and other agreements with nonprofit organizations.

### **Allowable Costs**

To be allowable under Federal awards, costs incurred by the County or any Federal dollars must meet the following general criteria:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Conform to any limitations or exclusions set forth in these principles or in the Federal awards as to types or amounts of cost items.
- Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of non-Federal entity.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federal-financed program in either the current or prior period. Award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be adequately documented.

The County and contract awardees are subject to the Single Audit Act. A Single Audit encompasses the review of compliance with program requirements and the proper expenditure of funds by an independent Certified Public Accountant. All findings and associated evidence will be reported directly from the independent Certified Public Accountant to the Office of Internal Audit and the Commission. A corrective Action Plan is then completed by the County and submitted to the independent Certified Public Accountant to accompany the Audit file of that year.

## **SECTION 17: FAIR HOUSING & EQUAL OPPORTUNITY EMPLOYMENT**

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and handicap (disability).

The County is committed to the spirit and intent of these various laws, rules and regulations in the administration and operation of this program and will strive to ensure that all applicants receive fair access and treatment in the receipt and review of all applications in response to request for assistance and in the distribution of its funding resources for programs and services based on availability.

### **SECTION 18: UNIFORM RELOCATION REQUIREMENTS**

The County shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of CDBG-DR activities pursuant to 24 CFR 570.606.

When contemplating any project or program, the County shall:

- Gather complete information identifying all tenants and owners who might be affected.
- Immediately inform any tenant or owner that they are entitled to information and counseling and they should not move unless specifically required to do so until they have received formal notices. Inform them that moving before that has occurred may cause them to give up rights.

Generally, a displaced person under the URA is an individual, family, partnership, association, corporation, or organization which moves from their home, business, or farm or move their personal property, as a direct result of acquisition, demolition, or rehabilitation for a federally funded project. Relocation of displaced persons shall be in conformance with Section 104(d) of the Housing and Community Development Act and the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended with the exception of the waivers granted in the Federal Register Notice dated March 5, 2013.

### **SECTION 19: FEDERAL LABOR STANDARDS & DAVIS-BACON WAGE RATES**

Federal Labor Standards provisions are applicable to construction work financed in whole or in part with CDBG-DR funds, except that construction work involving residential property with less than 8 units is exempt. Federal labor standards provisions involve 3 key requirements:

1. Payment of not less than prevailing (Davis-Bacon) wage rates to all laborers and mechanics employed by contractors and subcontractors.
2. Compensation for overtime hours (hours worked over 40 in a work week at the site of the covered work) at no less than 1 ½ the regular basic rate of pay.
3. The certification and submission of weekly payroll reports for each week

work is performed at the site of the covered work.

Both Federal and State Labor Standards and Prevailing Wages as applicable are included in CDBG-DR bids and contracts distributed by the County. Contractors are required to submit weekly certified payrolls forms throughout the duration of work performed that document prevailing wages paid to all eligible employees. Certified payroll forms are reviewed by the Project Manager for compliance with both federal and state prevailing wage requirements. Original certified payroll documents are retained by the County.

## **SECTION 20: INSURANCE REQUIREMENTS**

- a) The Contractor shall not commence any work on the project until he obtains, at his own expense, all required insurance; and the Contractor shall not, at any time, conduct any operations on the project or associated with the project unless such operations are covered by the specified insurance. Such insurance must have the approval of the Owner as to limit, form and amount. The Contractor shall not permit any Subcontractor to commence work on the project until the same insurance coverage requirements have been complied with by such Subcontractor (s) with limits to be determined by the Contractor. However, the failure of the Subcontractor (s) to carry adequate insurance shall in no way affect the coverage afforded the Owner by the prime contractor's insurance. The insurance coverage shall be maintained throughout the full period of the contract. Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full period.
- b) Proof of insurance coverages specified herein shall be furnished to the Owner in the form of copies of the policies. The Owner may, however, in lieu of copies of policies, and at his discretion, accept certificates issued by the insurance carrier and showing such policies to be in force for specified periods. The Contractor shall furnish to the Owner, prior to the expiration date of any policy, renewal certificates showing that policies will remain in force throughout the full period of the Contract. The insurance carrier shall be satisfactory to the Owner. No insurance coverage shall be canceled or materially changed without prior written notice having been given to the Owner, and then only after arrangements satisfactory to the Owner have been made to ensure insurance coverage until the project has been completed and accepted. All Contractors in a joint venture should have insurance coverage through the same company; or, if that is not practical, then the Owner must be furnished an endorsement which allocates primary and secondary payment responsibilities.
- c) The Owner, its governing body, its elected officials, employees, and agents, and the Engineers shall also be additional named insureds in all insurance policies provided by the Contractor and his Subcontractors as respects all work performed under this Contract.
- d) In the event that the Contractor or his Surety is prevented by law or by charter from naming the Owner and his agents, and the Engineer as insureds in the policies providing the coverages listed herein, the Contractor shall purchase and maintain during the life of this agreement an Owner's and Contractor's Protective Liability Insurance Policy in amount equal to the maximum amount specified under the various coverages, including Umbrella Excess Liability over primary insurance; and the named insureds in the Owner's and Contractor's Protective Liability

Insurance Policy shall be the Owner, its governing body, its elected officials, employees and agents, and the Engineer. The insurance shall protect the Owner and his agents, and the Engineer, from any claim or loss arising from any act of the Contractor or his Subcontractors, or any failure to act on the part of the Contractor or his Subcontractors, during the performance of work under this agreement.

e) The types of insurance that the Contractor shall be required to obtain and maintain for the full period of the contract are listed herein below.

1. Workmen’s Compensation and Employer’s Liability Insurance shall be in strict accordance with the requirement of the current and applicable Workmen’s Compensation Laws of the State of Alabama. The insurance shall cover all of the Contractor’s employees employed or associated with the project; and where any part of the work is subcontracted, the Contractor shall require the Subcontractor to provide similar Workmen’s Compensation and Employer’s Liability Insurance for all employees of the Subcontractor unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contractor is not protected under the Workmen’s compensation Statute the Contractor shall provide, and shall cause such Subcontractor to provide, adequate coverage for the protection of all employees on the project not otherwise protected under applicable provision of the Statutes relating to Workmen’s Compensation and Employer’s Liability Insurance. The minimum limits of coverage shall be as follows:

State of Alabama	Statutory
Applicable Federal	Statutory
Employers Liability	\$100,000
Voluntary Compensation	\$100,000
Broad Form ALL Stated Endorsement	

2. Comprehensive General Liability Insurance shall protect the Contractor and any Subcontractors performing work under this Contract from any claims for bodily injury, sickness or disease, death, personal injury, and property damages which may arise either directly or indirectly out of, or in connection with, the performance of work under the Contract. The Comprehensive General Liability Insurance Coverage shall include: Premises – Operations; Independent Contractor’s Protective; Explosion, Collapse, and Underground Property Damage; Broad Form Property Damage; Contractual Liability (written and oral); and Fellow employee coverage. The minimum limits of coverage shall be as follows:

Bodily Injury	\$500,000 Each Occurrence \$500,000 Annual Aggregate
Property Damage	\$500,000 Each Occurrence \$500,000 Annual Aggregate

Or

Bodily Injury and Property Damage	\$500,000 Each Occurrence \$500,000 Annual Aggregate
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Combined Single Limit

(where applicable)

- 3. Person Injury (with Employment Exclusion deleted). The minimum limits of coverage shall be as follows:

Annual Aggregate	\$500,000
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- 4. Comprehensive Automobile Liability Insurance (Owned, Non-Owned, Hired) shall protect the Contractor and any Subcontractor performing work under this Contract from any claims for bodily injury, death, and property damage which may arise either directly or indirectly out of, or in connection with, the performance of work under this Contract. The minimum limits of coverage shall be as follows:

Bodily Injury	\$500,000 Each Occurrence
Property Damage	\$500,000 Each Occurrence

Or

Bodily Injury and Property Damage Combined Single Limit	\$500,000 Each Occurrence
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- 5. Aircraft Liability (Owned and Non-Owned), when applicable. The minimum limits of coverage shall be as follows:

Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
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Admitted Liability	\$100,000 per Seat
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- 6. Umbrella Excess Liability over All Primary Insurance as Scheduled Above. The minimum limits of coverage shall be as follows:

Each Occurrence and in the Aggregate where applicable	\$2,000,000 \$2,000,000
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- 7. Property Insurance Unless otherwise specified, the Contractor shall provide all risk Course of Construction Insurance (including flood and earth quake) to cover the interests of all Contractors and Subcontractors of any tiers. The Contractor and Subcontractors of any tiers shall be responsible for all risks of physical loss to the work.

- a. The total amount of the insurance shall be the amount of the contract.
- b. The policy or policies shall be endorsed to waive all rights of subrogation among, between and to each insured under the policy or policies. This waiver, however, shall apply only to the policy, or policies, and not to another part or parts of this Contract.

- c. Any claim coming under the terms and conditions of the policy or policies, shall be immediately reported to the Owner.
8. All of the above policies will have a 60-day written Notice of Cancellation or material change to coverage clause addressed to the Office of CS & WD , 716 Richard Arrington Jr. Blvd N, Suite A-430, Birmingham, AL 35203.
- f) The specified limits and coverages in any of the policies for the various types of insurance shall not be construed as limiting the Contractor's responsibility to provide contractual coverage sufficiently broad so as to ensure the provisions of the Articles of the General Conditions relating to Indemnity, or limiting the responsibilities of the Contractor as outlined under the aforesaid Articles.
  - g) Nothing contained in these insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.
  - h) Insurance carried by the Contractor on the work shall not relieve the Contractor of the responsibility for the protections of all materials and the work until the project has been accepted by the Owner. Any loss including insurance deductibles suffered on the project shall be borne by the Contractor and/or the Insurance Company providing the coverage for the Contractor; and the Owner shall not be liable for any cost of replacement of lost or damaged work or material.
  - i) The cost of insurance required herein shall be included in the unit prices bid on other items, and no additional amount will be paid.

## **SECTION 21: ENVIRONMENTAL REVIEW**

Jefferson County's Office of Community Services and Workforce Development's Non-Housing Division utilizes HUD's Office of Environment and Energy online system for developing, documenting, and managing environmental reviews. It covers all levels of environmental reviews Part 58 projects and includes on-screen guidance for completing HUD environmental reviews.

### **Environmental Review Records**

HEROS increases transparency of environmental reviews by posting them on the HUD Exchange for public review. *Environmental assessments and categorically excluded* projects completed through HEROS are posted online during public comment periods and archived for a year after completion.

### **HEROS Training Resources**

A suite of HEROS training materials are available for Responsible Entity users and HUD staff:

- The [HEROS Part 58 User Guide](#) provides information on how to use HEROS. The pdf provides screenshots, and links throughout the document that link to the next chronological screen in HEROS.
- The [HEROS “How to” videos](#) (formerly e-tutorials) are prerecorded videos that are brief, topic-specific tutorials that demonstrate how to use HEROS. There are twenty videos in total, and they range in time from three to seven minutes. You can watch them as you work through different parts of HEROS, or play them all at once.
- The [HEROS Q&A Webinar Sessions](#) are held quarterly and provides the opportunity for participants to ask and answer questions regarding the use of HEROS.
- The [HEROS FAQs](#) are updated quarterly with HEROS questions that come in during live webinars and through the AAQ Portal.

CDBG-DR requires that an environmental review be completed for every activity before funds (even non-CDBG-DR funds associated with the activity) are committed or expended. Such environmental reviews must comply with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed at 24 CFR Part 58. An environmental review must be conducted considering federal laws, authorities, and regulations which address noise, air quality, historic properties, floodplains, wetlands, water quality, solid waste disposal, man-made hazards, farmlands protection, wild and scenic rivers, coastal areas, endangered species and others. Documentation will be provided to support findings regarding required levels of review and, as well as assurance of compliance with laws, authorities and environmental impacts. Decisions on findings will be recorded on the basis of supportive documentation.

Environmental reviews will be signed and dated, as well as a determination of converts to exempt or cannot convert to exempt or FONSI.

Where applicable, staff will complete the public notification and RROD process outlined at 24 CFR 58.43-45 and 58.70-77.

Project descriptions will provide clarity in the ERR regarding how funds are being spent and ensure all laws and authorities are correctly analyzed prior to funds being committed to projects. Project descriptions will include the maximum anticipated scope of the proposal of work. Moreover, the description will include all contemplated actions that are logically, either geographically or functionally a composite part of the project regardless of the funding source.

In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any other third party partners cannot take any physical actions on a site, begin construction, commit, expend, or enter into any legally binding agreements that constitute choice limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and the jurisdiction has received a Release of Funds approval.

**Tier I Review: Target Area**

The County conducts a tiered environmental review under 24 CFR 58.15 for the CDBG-DR Action Plan.

A tiered environmental review allows for a general assessment of the impacts of an activity on the environment prior to identification of a specific site. The Tier 1 review addresses and analyzes those environmental impacts related to the proposed activities that might occur on a typical site within the geographic area. The Tier 1 review also assesses project effects related to a longer list of environmental factors (e.g., compatibility with surrounding land uses, conformance with zoning plans, nuisances that affect site safety, displacement of people or businesses, solid waste management, etc.). All environment compliance requirements satisfactorily resolved in this first level of review, meaning findings of no significant impact or impact requiring mitigation are excluded from any additional examination or consideration once the Tier 1 review is completed. The Tier 1 review identifies those compliance requirements that cannot be resolved until specific project locations become known. Site specific issues that cannot be resolved in a Tier 1 review may include: aboveground storage tanks that present a safety hazard to buildings and occupants of buildings; new residential units located in close proximity to a freeway that generates high levels of noise; soils that aren't suitable for multifamily structures; asbestos removal that may be necessary or other potential impacts. The Tier 2 Site Specific Review will address such issues.

**Tier II: Site Specific Project Review**

A review for each individual property is required once sites are selected. The Tier 2 review focuses only on the environmental compliance requirements that could not be resolved in the Tier 1 Target Area Assessment. A Tier 2 review is performed when the County identifies specific properties or sites within the target area is ready to obligate funds (e.g. to buy a property, finance repairs, demolish a structure, etc.). In these cases, the County will use the written standards, checklists and narratives set forth in the Tier 1 review process to determine if there are any environmental issues associated with the site. This Site Specific Project Review documents are presented in writing for compliance standards for specific projects requiring mitigation measures, which will be incorporated into the project.

The Tier 2 review must be completed before funds (including non-CDBG-DR funds) are committed or expended on the project. The Tier 2 Site Specific Project Review will be maintained in the project files.

**SECTION 22: FEMA IDENTIFIED FLOOD ZONES & NATIONAL FLOOD INSURANCE**

The County will include a review of FEMA Flood Hazard Zone maps during the environmental review process. Each construction/rehabilitation/repair project will be individually evaluated for flood risk.

If a project is identified to be located within a FEMA Flood Zone, the County will ensure that any residential, commercial and/or infrastructure projects account for increased flood risk resulting from a variety of factors by elevating and/or otherwise flood proofing to one (1) foot above the elevation recommended by the most recent available federal flood guidance.

The specific steps that these types of structures will need to take include:

- Elevating – the standard would require structures to elevate their bottom floor one (1) foot higher than the most recent flood risk guidance provided by FEMA; and/or
- Flood-Proofing – In situations where elevation is not possible, the standard will require structures to prepare for flooding a foot higher than the most recent flood risk guidance provided by FEMA. For example, by relocating or sealing boilers or other utilities located below the standard of elevation.

Funding will not be approved for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance program.

### **SECTION 23: LEAD-BASED PAINT AND LEAD HAZARDS**

Projects that involve the acquisition or renovation of a property built prior to 1978 must be tested for lead based paint. Interim controls and safe work practices are required during construction. In addition, housing assisted with federal funds is subject to the following:

- Prohibition of lead-based paint.
- Testing all painted surfaces with a HUD approved XRF of any areas that will be disturbed in the renovation of houses built before 1978.
- Elimination of immediate lead-based paint hazards in residential structures.
- Notification of the lead hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

Paid renovators and multi-family housing maintenance workers who work in pre-1978 housing and child-occupied facilities will be required to meet the training and certification requirements of both HUD, Lead Safe Housing Rule (LSHR), and EPA Renovation, Repair, and Painting Rule (RRP). Paid renovators include renovation contractors, painters and other specialty trades.

### **Lead Based Paint and Homeowner Repair Program**

The County will require when paint is to be disturbed for eligible households requesting assistance through CDBG-DR undergo lead inspection and/or risk assessment for properties built prior to 1978 and where there are children residing in the home under the age of six (6). Inspections shall be conducted by a certified lead-based paint inspector or a qualified Risk Assessor. The homeowner will be required to have the unit(s) abated if it is determined that lead or lead-based paint hazard conditions are present in the home. The County will not proceed with requests for assistance without a "Letter of Compliance" issued by a state-licensed lead inspector. Visual assessment alone will not be sufficient in meeting inspection requirements. The cost of lead inspections will be included as part of the rehabilitation cost and an inspection will be required when the Rehabilitation Specialist suspects or presumes the presence of lead has been determined for the property.

The County will allow exception to policy regarding lead-inspection and de-leading requirements when:

- A. Circumstances prove to be of an urgent nature: Emergency repairs needed to remove threats considered to be an imminent danger to human life, health or safety, or to protect the property from further structural damage are examples of these types of situations; or
- B. If the rehabilitation will not disturb any painted surface, the exception also applies.

The County will adhere to federal, state and local laws, ordinances and systems that address lead poisoning prevention and/or abatement. The County will as far as practicable, address the elimination of lead-based paint hazards in residential properties that receive federal rehabilitation assistance. Applicants must receive all required and appropriate notices and pamphlets regarding lead hazard information, as well as notices concerning evaluation and lead hazard reduction activities. Acknowledgement forms, documenting all such notifications, shall be kept in each applicant's file.

Evaluation and hazard reduction requirements for homeowner rehabilitation will be determined among three (3) categories based on the level of assistance and shall require paint testing on the painted surfaces to be disturbed or replaced during rehabilitation activities, or presume that all painted surfaces are coated with lead-based paint:

- Assistance of up to and including \$5,000 per unit.
- Assistance of more than \$5,000 per unit and up to \$25,000 per unit.
- Assistance of more than \$25,000 per unit.

This level of assistance is determined by taking the **lower** of:

- Per unit rehabilitation hard costs (regardless of the *source* of funds).
- Per unit Federal assistance (regardless of the *use* of funds).

**Assistance of up to and including \$5,000 per unit.** Projects where the level of rehabilitation assistance is less than or equal to \$5,000 per unit must meet the following requirements:

- Lead Hazard Evaluation. Paint testing must be conducted to identify lead-based paint on painted surfaces that will be disturbed or replaced. Alternatively, the County may presume that these surfaces contain lead-based paint.
- Lead Hazard Reduction. The County must repair all paint that will be disturbed during rehabilitation, unless such paint is found not to be lead-based paint.
- If lead-based paint is detected or presumed, safe work practices must be used during Rehabilitation.
- Clearance is required by a certified clearance examiner.

Notices that must be provided to owners and tenants:

- The Lead Hazard Information pamphlet.
- The Notice of Evaluation (if paint testing is performed) or Notice of Presumption (if paint testing is not performed).
- The Notice of Lead Hazard Reduction.

In short, for rehabilitation projects where the level of assistance is less than or equal to \$5,000 per unit, workers must be trained in safe work practices. Notices must be provided to owners and tenants and clearance must be achieved.

**Assistance of more than \$5,000 per unit and up to \$25,000 per unit**

Projects where the level of rehabilitation assistance is between \$5,000 and \$25,000 per unit must meet the following requirements:

- Lead Hazard Evaluation. A risk assessment must be conducted by a qualified professional prior to rehabilitation to find lead-based paint hazards in assisted units in common areas that service those units and on exterior surfaces. The risk assessment must include paint testing of any surfaces to be disturbed by the rehabilitation.

- Lead Hazard Reduction. If the risk assessment identifies lead-based paint hazards, interim controls must be implemented to address lead-based paint hazards.

Interim controls must be performed by qualified professionals using safe work practices.

Clearance, conducted by a qualified clearance examiner is required when lead hazard reduction activities are complete.

Options. There are two (2) options, as follows:

- a.) The County is permitted to presume that lead-based paint is present and that lead-based paint hazards exist. In such cases, evaluation is not required. The County must perform standard treatments in lieu of interim controls on all applicable painted surfaces and presumed lead-based paint hazards.
- b.) The County is also permitted to conduct a lead hazard screen instead of a risk assessment. The lead hazard screen has more stringent requirements and is only recommended in units in good condition. If the lead hazard screen indicates that there is no lead contamination, no lead hazard reduction is required. If the lead hazard screen indicates the presence of lead hazards, the County must then conduct a risk assessment (Note: Passing a lead hazard screen, or a risk assessment does not eliminate the requirement to perform interim controls on lead-based paint hazards created as a result of the rehabilitation work).

Notices that must be provided to owners and tenants:

- The Lead Hazard Information pamphlet.
- The Notice of Evaluation (if a risk assessment is performed) or Notice of Presumption (if a risk assessment is not performed).
- The Notice of Lead Hazard Reduction.

In short, compliance with the Lead Safe Housing Rule for such rehabilitation projects will affect the project planning, timeline, scope of work, contracting and budget.

### **Assistance of more than \$25,000 per unit**

Projects where the level of rehabilitation assistance is over \$25,000 per unit must meet the following requirements:

- Lead Hazard Evaluation. A risk assessment must be conducted prior to rehabilitation to find lead-based paint hazards in assisted units, in common areas that service those units, and on exterior surfaces. The risk assessment must include paint testing of any surfaces to be disturbed by the rehabilitation or the County may assume that lead-based paint hazards exist.
- Lead Hazard Reduction. To address hazards identified:
  - Abatement must be conducted to reduce all identified lead-based paint hazards

- except those described below. Abatement must be conducted by a certified abatement contractor.

If lead-based paint hazards are detected during the risk assessment on the exterior surfaces that are not to be disturbed by rehabilitation, interim controls may be completed instead of abatement to reduce these hazards.

Clearance is required when lead hazard reduction activities are complete.

Options. There are two (2) options, as follows:

- a.) The County is permitted to presume that lead-based paint hazards exist. In such cases, a risk assessment is not required. The County must abate all applicable painted surfaces that will be disturbed during rehabilitation and all presumed lead hazards.
- b.) The County is permitted to conduct a lead hazard screen instead of a risk assessment. The lead hazard screen has more stringent requirements and is only recommended in units in good condition. If the lead hazard screen indicates that there is no lead contamination, no lead hazard reduction is required. If the lead hazard screen indicates the presence of lead hazards, the County must then conduct a risk assessment. (Passing a lead hazard screen or a risk assessment, does not eliminate the requirement to perform abatement on lead-based paint hazards created as a result of the rehabilitation work).

Notices that must be provided to owners and tenants:

- The Lead Hazard Information pamphlet.
- The Notice of Evaluation (if a risk assessment is conducted) or Notice of Presumption (if a risk assessment is not conducted).
- The Notice of Lead Hazard Reduction.

In short, compliance with the Lead Safe Housing Rule for such rehabilitation projects will affect the project planning, timeline, scope of work, contracting, and budget. In particular, it involves the engagement of a certified abatement contractor.

#### **SECTION 24: ACQUISITION AND DEVELOPMENT OF HOME OWNERSHIP**

Action Plan B-12-UT-01-0001 allocates \$80,000 for acquisition and development for homeownership. HUD has approved this Action Plan and entered into a grant agreement with the County for the allocation.

Acquisition and development for homeownership is a CDBG-DR eligible activity under 24 C.F.R. § 570.204(c), and meets the national objective of low/moderate income housing. Recordkeeping guidance for CDBG activities are set forth in 24 C.F.R. § 570.506.

#### **Income-Qualified Purchaser**

Units may only be acquired by Income-Qualified Households earning less than or equal to 80% of Area Median Income (AMI) as applicable.

Annual household income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in and shall be determined in accordance with, 24 C.F.R. Part 813 (or any successor regulations).

### **Documenting Income Eligibility and County Approval**

The staff must document income eligibility using source documents. Source documents include items such as wage statements, interest statements, and unemployment compensation statements. Eligibility determinations are based on anticipated income; last year's tax return does not reflect next year's earning (nor does it constitute adequate source documentation).

Calculations and copies of source documents must be forwarded to the County for approval of income eligibility of a purchaser prior to sale.

### **Long-Term Affordability/Continued Affordability**

The County requires that assisted units remain affordable for at least a minimum period. The County's minimum affordability periods are based on what is required in the federal HOME Investment Partnership Program, 24 CFR 92.252(a), (c), (e) and (f), and 92.254, and are as follows:

- Up to \$15,000 – 5 Years
- \$15,001 to \$40,000 – 10 Years
- Over \$40,000 – 15 years
- New Construction – 20 years

The County's primary use of these CDBG-DR funds is to develop homes in the CDBG-DR target neighborhoods for homeownership. These are neighborhoods which have experienced severe hardship as a result of the 2011 tornado. With available low interest rates, these homes, when sold, are expected to be affordable to a wide range of potential homebuyers, further redeveloping, revitalizing, and stabilizing these areas.

Under HUD rules, the County has three options for ensuring continued affordability of assisted houses:

- **Resale** of the home to the grantee or to another income-eligible buyer.
- **Recapture** all or part of the initial subsidy, via full repayment of the loan, forgiveness of a portion of the principal, or equity-sharing. With recapture, the subsidy funds can be used for another home. Such recaptured funds become Program Income to the CDBG-DR Program.

- **Presumed affordability** of homes in affected neighborhoods. Using analysis of market conditions, the grantee may show that houses will continue to be affordable to LMMI purchasers with conventional mortgage financing.

Initially, the County will use RECAPTURE as the means of ensuring continued affordability.

### **Affordability: Recapture**

The County will enforce affordability restrictions on CDBG-DR properties through recapture. The County elects to use recapture, rather than resale, as the means of affordability restriction because the recapture option is more suited to stabilizing a market where values are declining and there are challenges to attracting purchasers to move into the neighborhood. Some of the factors that the County will consider in choosing to use recaptured funds are as follows:

- The homebuyer may sell the property to any willing buyer.
- The recapture option provides grantees and homebuyers with maximum flexibility.
- The homebuyer can resell the property on the open market to any willing buyer at whatever price the market will bear.
- Lenders are generally comfortable with the recapture option, since it does not restrict or affect the resale transaction until the lender's loan has been repaid.
- The grantee can tailor the level of the homebuyer's risk to market conditions.

With Recapture, the sale of the property during the affordability period triggers repayment of the direct HOME subsidy that the buyer received when he or she originally purchased the home provided that this amount may not exceed the net proceeds from the sale of the property.

**Direct subsidy:** A direct subsidy consists of any financial assistance that reduces the purchase price from fair market value to an affordable price or otherwise subsidizes the purchase (e. g., down payment or closing cost assistance, subordinate financing price below market value).

**Net proceeds:** The net proceeds of a sale are the sales price minus closing costs and any superior loan repayments.

### **Principal Residence**

Purchasers of CDBG-DR-developed homes must occupy the properties as their principal residence. These stipulations apply for a principal residence:

- A deed restriction or covenant running with the land should incorporate this requirement.
- The loan documents between the purchaser and the program administrator should also incorporate this requirement.

### **Disclosure Statement**

Prospective purchasers must be given hard copies of preliminary disclosure documents that provide the following:

- An explanation of the CDBG-DR program in general terms and its benefits to buyers and the community.
- Applicant's household size and estimate of monthly income with a statement that the income amount must be verified prior to the Applicant being approved for CDBG-DR assistance.
- A good faith estimate of the amount (or range of amounts) and terms of Homeowner Financial Assistance that Applicant may qualify for based on an analysis of Applicant's financial and other data provided.
- A general description of a CDBG-DR buyer's obligations for repayment of subsidies and recapture controls on homes.

During the intake interview or subsequent face-to-face meeting, a representative of the County will review these disclosures with the Applicant and be available to answer questions about them. No purchase will be approved unless disclosures have been made as required.

#### **Deed Restrictions: Principal Residence**

In properties that are produced with CDBG-DR funds for homeownership, the County shall require that purchasers maintain the home as their principal place of residence. In order to enforce these requirements, the County shall require that a deed restriction be placed upon all properties produced with CDBG-DR funds.

#### **Proceeds from Sale of CDBG-DR-Developed Properties**

Proceeds from the sale of the Project Property shall be returned to the County at the time of transfer of the property to the qualified purchaser. Proceeds from the sale of the property shall mean: (a) the sale price, plus (b) the sum of all CDBG-DR grants and forgivable loans to the property, plus (c) the sum of any energy rebates or grants to the property, minus:

- (i) The development costs and developer's fee set forth in the individual project budget attached to the property-specific grant agreement, and depending on the project, there may be no proceeds.

Funds returned to the County after sale of a project property become Program Income to the County for use in another eligible Project.

## **SECTION 25: REMOVAL OF BLIGHT**

The removal of blight is a CDBG-DR eligible activity under 24 C.F.R. § 570.201(d), and meets the national objective of low/moderate income housing. Recordkeeping guidance for CDBG activities are set forth in 24 C.F.R. § 570.506.

### **Geographic Area**

**Demolition and/or removal of demolition debris must take place within the tornado-impacted neighborhoods or Census Tracts. For those properties that are within the tornado impact zone, but not within CDBG target areas, the County will be using the Urgent Need national objective.**

### **Eligible Properties**

Properties that are vacant, blighted, deteriorated beyond repair and necessary to the long-term recovery of the tornado impact zone, will be targeted for demolition. Properties will either be owned by the County and/or privately/publicly owned and court orders will be obtained that allows the County/Municipality to enter private property and demolish the dangerous and/or blighted structures.

### **General Program Administration**

Respective responsibilities of the Contractor are as follows:

- Removal and abatement of all hazardous materials at each project site, in accordance with local, state and federal environmental requirements.
- Removal and disposal of all demolition, construction debris from each project site in accordance with local, state and federal requirements.
- Restoration of site, including the filling of foundations, installation of loam, seed and fencing as required by contract.
- Fulfilling all contract terms and submitting all required paper work to the County, including the following documents:
  - Payment and Performance Bonds
  - Proof of insurance
  - Certified payroll statements in accordance with State Division of Labor and Federal Davis Bacon wage rates
  - Permits
  - Proof of Utility Disconnects
  - Close-out packages
  - Hazardous waste manifests
  - Demolition dump slips
- Submitting Section 3 reporting requirements to the County
- Obtaining all necessary permits, ensuring and obtaining documentation of utility terminations, coordinating hazardous material removal with the County's environmental consultant, meeting all labor standard and OSHA requirements.

Respective responsibilities of the Environmental Consultant are as follows:

- Fulfilling all contract terms including submitting testing results, reports, air monitoring results to the County.
- All pre-demolition hazardous testing and reporting and submitting copies to the County.
- All monitoring and oversight of contractor's removal of hazardous material and asbestos contaminated waste and advising the County if there are concerns regarding contractor performance in regards to these areas.

Respective responsibilities of the County are as follows

- Selecting projects and ensuring that projects meet CDBG national objectives and eligibility requirements and appropriately documenting files.
- Assuming all responsibility for the environmental review process in accordance with policies and procedures in Section 23 and compliance with environmental requirements in accordance with Policies and Procedures in Sections 23 and 24.
- Ensuring no Duplication of Benefits occurs in accordance with Duplication of Benefits.
- Ensuring Contractor(s) and Environmental Consultant(s) are not on the Federal Debarment list in accordance with Policies and Procedures in Section 14.
- Reviewing certified payroll statements to ensure compliance with both State and Federal prevailing wage rates in accordance with Policies and Procedures in Section 21.
- Maintaining all file records for projects and ensuring all appropriate documentation is in the file.  
Appropriately bidding the jobs in accordance with applicable local, state and federal requirements.
- Drafting, approval, execution and monitoring of contracts.
- Monitoring both contractor and environmental consultant and ensuring compliance with contract requirements.
- Reviewing all payment requests and ensuring that all costs are necessary, reasonable and in accordance with the contract.
- Filing liens against privately owned properties for work completed at the sites.

### **Change Orders**

The Contractor through the Consultant must submit all change orders to the County for review and approval before work proceeds. These change orders will be amended into the contract upon the County's approval.

### **Invoices**

Invoices must contain specific items accomplished. Back-up documentation must be included with invoices, which verify all costs and ensure that work was completed as required. Contractor will submit project invoices and the County will review all invoices to ensure all costs are necessary, reasonable, and comply with contract. Invoices will be paid within thirty (30) days after the Accounting staff has received all required source documentation.

### **Liens**

Liens will be filed in accordance with Court Orders issued according to state law, to recoup the costs of demolition at any privately owned property. Liens will not be filed against County owned properties.

### **Procurement/Contractor Selection Process**

Jefferson County follows Alabama State Law requirements regarding procurement. The Director and the Law Department of Jefferson County will ensure adherence to all state, local and federal procurement laws.

Demolition projects will be bid in accordance with Alabama State Bid Laws that regulates the procurement of construction projects. Demolition projects will be awarded to lowest, most responsible bidder.

### **SECTION 26: HOUSING REPAIR**

This policy has been developed as a reference guide for the administration and processing of applicants for the CDBG-DR Homeowner Rehabilitation Grant Program (CDBG-DR HRGP). It has been designed to ensure, as much as practicable, a fair and consistent approach in soliciting, selecting, evaluating, and determining the eligibility of participating households. The policy further establishes a formal operating format that is intended to be consistent with Community Development Block Grant – Disaster Recovery (CDBG-DR) rules and regulations that govern this program as an eligible activity.

The CDBG-DR Homeowner Rehabilitation Grant Program assists qualified Jefferson County households whose primary residence was damaged by the 2011 tornados to complete repairs. The County recognizes that a lack of adequate resources for housing repairs was an impediment for many homeowners impacted by the 2011 tornados. An additional challenge is the age of the present housing stock, particularly in these largely low to moderate-income neighborhoods. Often, available funds from various sources (insurance proceeds, FEMA, SBA loans, etc.) were insufficient to cover the breadth of repairs needed to bring the property up to even the minimum housing quality standards (HQS). The County endeavors to help ameliorate these conditions by allocating a portion of its' CDBG-DR award to help improve the quality and safety of affected homes.

The County, through the Office of CS & WD has created the CDBG-DR HRGP using standards set by the Department of Housing and Urban Development. The CDBG-DR HRGP program offers grants to assist eligible low and moderate-income households within Jefferson County. It is designed to help those Jefferson County homeowners directly impacted by the 2011 tornados make needed repairs to their homes.

To be considered for the CDBG-DR HRGP, households must first meet preliminary requirements as outlined:

- The property must be located within the disaster-impacted neighborhoods Census Tract. The home must have been the owner's principal residence on the date of the disaster.
- Total household income cannot be more than 80% of Area Median Income adjusted for the number of persons residing in the home.
- All property taxes, fees, fines or municipal liens must be current with Jefferson County.
- The property must meet all state and local codes, ordinances, and zoning requirements upon completion of project.
- **MOST IMPORTANTLY, THERE MUST BE DISASTER RELATED DAMAGE TO THE PROPERTY AND AN UNMET NEED WITHOUT ANY DUPLICATION OF BENEFITS. APPLICANTS WILL BE REQUIRED TO SUBMIT AND CERTIFY EVIDENCE OF ANY AND ALL ASSISTANCE RECEIVED (OR LACK THEREOF) AT TIME OF APPLICATION INCLUDING, BUT NOT LIMITED TO, ANY FEMA ASSISTANCE, SBA LOANS, INSURANCE PROCEEDS, ETC.**

### **Eligible Repairs**

The County's Rehabilitation Specialist shall inspect the housing unit to develop a priority list of health and safety hazards and required repairs. All health and safety issues must be cured with the rehabilitation and/or other funds available to the homeowner as a condition of this grant program. Any replacement items shall be of similar size, quality, and shape unless noted otherwise. Medium grade and/or construction grade materials shall be utilized only. If the owner chooses an item which increases the cost due to, but not limited to materials, quality, energy conservation, etc., the difference between the specified cost and the owner's request shall be the responsibility of the owner.

The CDBG-DR HRGP will provide funds to perform rehabilitation activities and provide materials to achieve minimum compliance with all federal, state and local laws. The maximum grant or loan amount to be awarded to an eligible homeowner will be capped at \$70,000. All substitutions or changes in materials must be submitted in writing and receive approval from the County.

### **Ineligible Repairs**

The general physical guidelines for the rehabilitation of existing residential properties will be developed to provide minimum design and construction criteria. Therefore, the County has determined the following as ineligible for repair:

- Additional bathrooms

- Landscaping
- All items of a luxury nature

**Eligible Costs**

In administering the CDBG-DR HRGP program, the County acknowledges that there are expenses necessary in helping qualified homeowners meet established housing rehabilitation standards and will endeavor to ensure that all costs are customary and reasonable in providing this service. The list below conveys many of the eligible costs allowed under the HOME and CDBG programs. Reasonableness of eligible rehabilitation costs will be determined by the Rehabilitation Specialist and approved by the County’s Director of CS & WD.

**ELIGIBLE HOMEOWNER REHABILITATION COSTS**

<b>HARD COSTS</b>	<b>SOFT COSTS</b>
<ul style="list-style-type: none"> <li>◆ Meeting the rehabilitation standards</li> <li>◆ Meeting applicable codes, standards and ordinances</li> <li>◆ Essential improvements</li> <li>◆ Energy-related improvements</li> <li>◆ Lead-based paint hazard reduction*</li>   <li>◆ Accessibility for disabled persons</li>   <li>◆ Repair or replacement of major housing systems</li>   <li>◆ Incipient repairs and general property improvements of a non-luxury nature</li> <li>◆ Site improvements and utility connections</li> <li>◆ Installation of safe rooms</li> </ul>	<ul style="list-style-type: none"> <li>◆ Financing fees (from other lenders)</li> <li>◆ Title binders and insurance</li> <li>◆ Recordation fees, transaction taxes</li> <li>◆ Legal and accounting fees</li> <li>◆ Appraisals</li> <li>◆ Architectural/engineering fees, including specifications and job progress inspections</li> <li>◆ Project costs incurred by the Office of Disaster Recovery that are directly related to a specific project</li> </ul>
<p><i>*Note: Lead hazard reduction costs are not counted as hard costs for the purposes of determining the level of assistance under 24 CFR Part 35 (Lead Safe Housing Rule).</i></p>	

### **Allowable Contractors**

The County will not directly or indirectly employ award contracts or engage the services of any contractor or sub-recipient during any period of debarment, suspension or placement on ineligibility status. Program staff will review federal and state lists of debarred, suspended and ineligible contractors before any CDBG-DR funds are committed.

Contractors chosen, directly or indirectly, must meet all state licensure requirements and have all necessary insurance coverage for the types of work to be performed on behalf of the homeowner. The information provided by such contractors will be kept on file.

The minimum requirements for contractors are as follows:

- A. Alabama Contractor's license or trade license; or
- B. Registration as an Alabama Home Improvement Contractor;

Additionally, all contractors must have proof of:

- A. Workman's compensation insurance at statutorily required limits.
- B. Property and liability insurance.
- C. Demonstrated experience in the appropriate trade(s).

The certificate of insurance shall include property damage and liability insurance with appropriate limits and amounts that indemnify Jefferson County, the property owner, and any sub-contractor against claims for injury and damage which may occur or result from work performed pursuant to a contract agreement. The certificate of insurance shall further list the homeowner as an additional loss payee.

### **Marketing & Outreach**

The County is committed to ensuring that its programs and services are available and accessible to all income eligible households. The County will operate this program within the context of fairness in order to promote awareness of available programs and services. The County affirmatively strives to encourage and further fair housing initiatives, whether acting on its own, or with and/or through other public and private-sector organizations.

The CDBG-DR HRGP will be marketed through a variety of print and broadcast media outlets. Program availability and information will be conveyed through direct mailings, informational meetings, press releases, newspaper ads, public notices to local agencies serving low and moderate-income households, religious establishments and on the County's official website.

### **Selection Process**

The County will receive, review and process applications on a first-come, first-served basis. However, to ensure program funds address housing rehabilitation with more critical needs, applications involving emergencies, the elderly, and those seeking to address accommodations for those with disabilities will take priority over applications received that are not of an urgent nature. County staff reserves the right to assign priority status to any emergency application as necessary.

**Eligible Applicants**

The program is available to owner-occupants of the Jefferson County only and is reserved for homeowners who maintained the property as their primary place of residence on the date of the disaster. Proof of homeownership is required and shall be evidence by a copy of a deed indicating the name(s) of the applicant(s), length of ownership, and the property having a physical location within the designated areas.

Dwellings that are investor-owned and unoccupied by the owner will not be eligible to participate in this program.

**Ownership and Residency**

Ownership status in the property is supported by documentation of physical evidence that the owner(s) of record actually reside in the property under consideration for assistance.

Documentation that meets these criteria will consist of the following:

- A. Copy of Deed;
- B. Leasehold Agreement;
- C. Trust Agreement;
- D. Copy of most recent mortgage billing statement; and
- E. Copy of most recent utility billing statements to including service for cable or phone.

Further, sufficient source documentation showing that the home was the owner's principal place of residence on the date of disaster will be required.

**Income**

HUD establishes income guidelines for CDBG-DR program participation. HUD calculates these income levels annually and sets forth the maximum limit at 80% of Area Median Income (AMI), adjusted for family household size. Consequently, these amounts may change without notice during the Program Year. Jefferson County staff should refer to the HUD web site at:

[www.hud.gov](http://www.hud.gov) for updates.

THE COUNTY WILL USE THE 24 C.F.R PART 5 ("SECTION 8") DEFINITION OF ANNUAL INCOME IN DETERMINING THE ELIGIBILITY OF PROGRAM PARTICIPANTS.

**Income Eligibility**

The County limits participation in this program for existing homeowners earning no more than 80% of Area Median Income, as defined by the Department of Housing and Urban Development (HUD).

Household income may not exceed the income limits in effect at the time of application. Income is defined as the income earned from all household members age 18 years and above.

Adult members, 18 to 23 years of age, who are attending school away from home on a full-time basis, require that the first \$480.00 in earned income be included in the calculation of household income. Income includes earnings from employment, unemployment, government benefits, investments, other cash-generating activities, and etc. Refer to the Technical Guide for Determining Income and Allowances (“The Purple Book”) for a complete list of acceptable types of income and whose income to count.

- A. Income from employment for full-time employees will be calculated from the applicant’s most recent pay stub covering a 90-day pay period and projected forward at the same level of earnings for the next 12 consecutive months.
- B. For part-time hourly employees, Disaster Recovery staff will calculate the year-to-date income from the most recent pay stub and divide the earnings by the number of weeks covered through the year in order to find the average amount of weekly earnings. The weekly earnings will then be multiplied by 52 and divided by 12 to calculate monthly gross income. If the year-to-date income covers less than three (3) months in the current year, staff may include the average year-to-date earnings from the prior calendar year in addition to the current year.
- C. Income from overtime, commissions, ongoing stipends, shift differential pay, and other sources will be averaged (using year-to-date earnings) and included in the applicant’s gross monthly income. Exceptions may be considered for applicant’s receiving one-time, non-recurring bonuses or relocation benefits.
- D. Interest income from investments such as savings, money market, certificates of deposit, dividend income from mutual fund accounts and other income-generating assets will be included in the applicant’s household income.
- E. Current monthly income payments from retirement accounts (including social security and pensions), alimony, and other steady, ongoing sources will be included in the applicant’s gross monthly household income calculation.
- F. All forms of income from non-applicant spouses and other adult household members will be included in the gross monthly income calculation, regardless of the taxability of such income.
- G. Income from seasonal and part-time jobs such as coaching, lecturing, test proctoring, etc., will be included in the definition of household income, when the work can reasonably be expected to continue into the future.

### **Self Employed Borrowers**

For self-employed borrowers, the following documents may be required:

- ◆ A year-to-date profit and loss statement prepared and signed by a Certified Public Accountant with information covered through the last quarter.
- ◆ A year-to-date-balance sheet, prepared to reflect the financial position of the business at a specific point in time.
- ◆ A signed letter of explanation regarding the applicant’s anticipated gross annual income from earnings covering the next 12 months.

Verification of income must be completed before assistance is provided. Income will need to be re-certified if more than six (6) months has elapsed beyond the initial time funding was approved.

### **Property Standards**

All dwelling units that require rehabilitation must meet all applicable state and local building codes, zoning ordinance requirements and federal HQS. The County will require home rehabilitation to meet or exceed current Alabama State Building Code and the State Sanitary Code that stipulates the minimum standards for human habitation.

The County encourages the incorporation of “Green” building improvements when economically feasible to provide long-term affordability increased sustainability through lower fuel costs and attractiveness of housing and neighborhoods. Rehabilitated residential units are also encouraged to meet “Energy Star” certification, which provides added benefits to homeowners through improved standards for energy efficiency that ultimately lead to greater long-term affordability. Properties found to be in gross states of disrepair will not be considered economically viable for funding under the CDBG-DR HRGP. Program applicants seeking financial assistance for rehabilitation work beyond the economic means and scope of work of the program must consider private financing sources for loan arrangements that may be able to address that level of need.

### **Structure of CDBG-DR Homeowner Repair Assistance**

The County will administer the CDBG-DR HRGP. This is not a loan and requires no monthly payments

## **SECTION 27: INFRASTRUCTURE**

Jefferson County’s CDBG-DR Action Plans allocate funds Infrastructure Projects. HUD has approved these Action Plans and entered into a grant agreement with the County. Infrastructure Projects are a CDBG-DR eligible activity under 24 C.F.R. § 570.201(c) and meets the national objective of low/moderate income area benefit.

This guidebook sets forth the requirements that apply to the County’s Infrastructure Program.

### **General Program Information**

The County will be simultaneously implementing several separate Infrastructure Projects within the tornado impact zone.

These are a combination of projects that are a direct result of the disaster and that are part of the long-term recovery of the neighborhood that will leave the community sustainably positioned to meet the needs of the post-disaster population and will assist in furthering prospects for growth.

### **Project Manager**

The County will have full-time Project Managers who will operate out of the Department of CS & WD and report on the CDBG-DR projects to the Community Development Specialist and the Director of Human-Community Services and Economic Development.

The Project Manager will be responsible for coordinating the planning, development, design, construction, monitoring, reporting and completion of all infrastructure CDBG-DR projects.

## **SECTION 28: PUBLIC FACILITIES**

Construction of public facilities may consist of building dual purpose community storm shelters in the areas impacted by the April 2011 tornado. Jefferson County is located in “tornado alley” and has experienced five (5) tornados since 1956. These tornados have ranged in capacity from EF-3 to EF-5.

Applications will be received from communities requesting this form of assistance and required to document the need for the facility.

The April 27, 2011 tornado caused millions of dollars of damage in Jefferson County and killed 21 persons. On January 23, 2012, another major tornado struck Jefferson County and killed two (2) persons.

The dual purpose community storm shelters will be built to FEMA standards in order to withstand high winds and provide a safe haven for the citizens in the impacted areas.

Public facilities will require a licensed architect, which will be procured by Request for Proposals (RFP) to design the facilities in accordance with FEMA standards, as well assist in bidding the project and construction management.

## **Section 29: Jefferson County Grievance Policy**

### **CDBG-DR Grievance Policy**

Jefferson County will accept complaints and criticisms on the CDBG-DR programs, the Action Plans, Amendments and Performance Report at any time. The County will respond to any written citizen complaint within fifteen (15) working days from the time of receipt. The procedure for responding to criticisms of the Program will be handled as follows:

Complaints and grievances may be filed by any individual or group; a municipality, the County Commission; the CS & ED the U.S. Department of Housing & Urban Development’s Area Office; and any agency of the Federal Government; any member of Congress; or the Office of the President. Regardless of the origin of the complaint or the first point of filing, it shall be reduced to

writing then based upon origin, it will be returned to the local government having direct jurisdiction.

If the complaint is based on a matter involving the Jefferson County CDBG DR Program or other Action Plan Programs, the Office of CS & WD must be notified and will coordinate the local review and possible resolution of the complaint or grievance. Upon notification, the CS & WD Office will insure that a complete and accurate response is made to the complainant within fifteen (15) days about the matter. The major responsibility of the CS & WD is to determine the functional and legal origins of the complaint to address the validity of each, and to verify the geographical origin.

Complaints arising in municipalities in the Consortium and particularly those which involve direct concern with municipal policy or administration shall be initially handled at the municipal level with the assistance of the CS & WD. Should the complaints not be resolved at that level, the matter shall be referred to the County Commission. A complete record of correspondence, meetings, and research information shall be forwarded to the Commission upon referral. It shall not be the policy of the CS & WD to deal with complaints without the knowledge and direct involvement of local elected officials having jurisdiction, but the CS & WD will provide staff support and technical assistance during the local review in a City or in the County.

If after review and investigation at each level, the complainant is not satisfied with the outcome or does not voluntarily withdraw the complaint, he or she may proceed in filing the complaint to HUD.

All complainants shall be directed to the office of the Director of Jefferson County's Office of CS & WD. The Director's office will direct the complaint to the appropriate division or office. The appropriate office shall respond to the complaint and notification shall be sent to the Director's Office that shall include a copy of the response.

## **Section 30: Conflict of Interest**

### **Jefferson County CDBG-DR Conflict of Interest**

#### ***Applicability***

**(3)** In the procurement of supplies, equipment, construction, and services by recipients and by the sub recipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.

**(4)** In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

***Conflicts prohibited***

The general rule is that no persons described in this section who exercise or have exercised any functions or responsibilities with respect to CDBG-DR activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-DR assisted activity or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-DR assisted activity or with respect to the proceeds of the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

***Persons covered***

The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of sub recipients that are receiving funds under this part.

***Exceptions***

Upon the written request of the recipient, Jefferson County may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

**(2) *Threshold requirements.*** Jefferson County will consider an exception only after the recipient has provided the following documentation:

- (h)** A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (i)** An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

**(3) *Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, Jefferson County shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (a)** Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (b)** Whether an opportunity was provided for open competitive bidding or negotiation;
- (c)** Whether the person affected is a member of a group or class of low- or moderate- income persons intended to be the beneficiaries of the assisted activity, and the exception will permit

such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(g) Any other relevant considerations.

## **Section 31: Limited English Proficiency Plan**

### **Jefferson County Office of Community Services and Workforce Development (CS & WD)**

#### **Limited English Proficiency (LEP) Plan**

##### ***I. PLAN STATEMENT***

The Jefferson County Office of CS & WD utilizes this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines, the CS & WD will make reasonable efforts to provide or arrange for free language assistance for its LEP clients, including applicants, recipients and/or persons eligible for its services and programs.

##### ***II. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS***

Meaningful access is free language assistance in accordance with federal guidelines. The CS & WD will periodically assess and update the following four (4) factor analysis, including but not limited to:

- a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the CS & WD:

The threshold for triggering LEP compliance is at least 5% LEP population or more than 1,000 persons. For determining the LEP population in Jefferson County, Alabama, the Office of CS & WD utilized U.S. Census Bureau Characteristics of People by Language Spoken at Home from the 2011 American Community Survey 1- year estimate (attached). Based on this estimate, there are approximately 2.9% of the Jefferson County population 5 years and over who speak English less than “very well.”

LANGUAGE SPOKEN AT HOME	
Population 5 years and over	614,506
English only	577,636
Language other than English	36,870
Speak English less than “very well”	5,042
Spanish or Spanish Creole	1,512
Speak English less than “very well”	<b>906</b>
Other Indo-European languages	332
Speak English less than “very well”	31
Asian and Pacific Islander languages	295
Speak English less than “very well”	118
Other languages	111
Speak English less than “very well”	31

Note: Data for the City of Hoover does not differentiate between Jefferson and Shelby County.

2. The frequency with which LEP persons using a particular language other than English come into contact with the CS & WD:

Historically the CS &WD has found few instances where persons using a particular language other than English come into contact with the CS & WD. The primary contact is found on construction sites for multi-family housing development. To encourage contact, CS & WD has begun to advertise housing bids and public notices in Latino News – Alabama which is a Hispanic publication.

3. The nature and importance of the CS &WD program, activity or service to the persons’ life:

The County’s Objectives are to foster neighborhood stability, to utilize CDBG-DR funds for physical improvements and housing rehabilitation, to encourage business development and jobs, and to foster increased housing production and home ownership for families at all income levels.

The projected use of funds for a given program year is developed so as to give maximum feasible priority to activities which will benefit low-and moderate income families or aid in the prevention or elimination of slums and blight. In addition, the projected use of funds is consistent with the County’s established strategy of

stabilizing the County and reversing negative trends associated with decay and blight.

The County's strategy for community development has three (3) basic goals:

- 1) To encourage neighborhood stability through physical improvements and housing rehabilitation;
- 2) Improve the economic life of the County by encouraging business development and jobs, and
- 3) Foster increased production and home ownership for families at all income levels. The County intends to continue its efforts to obtain available federal, state, local and private funding, to provide for community wide improvements in each of the areas outlined above in as many communities and neighborhoods as funding permits.

All HUD programs are geared toward these objectives and outcomes and to that end, these programs and activities are highly important. Additionally, it is important that information relating to these programs is available in a reasonable manner to all citizens, particularly those with Limited English Proficiency.

4. The CS & WD's resources and the cost of providing meaningful access: Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. Resources are always limited but are better discussed in the sections below.

### **III. LANGUAGE ASSISTANCE**

1. A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to CS & WD programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one (1) language into another language and/or translations, which means the written transfer of a message from one (1) language into another language. The CS & WD will determine when interpretation and/or translation are needed and are reasonable.
3. CS & WD staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the CS & WD determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the CS & WD will make reasonable efforts to provide free language assistance. If reasonably possible, the CS & WD will provide the language assistance in the LEP client's preferred language.

The CS & WD has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The CS & WD will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of the clients.

#### **IV. TRANSLATION OF DOCUMENTS**

1. The CS & WD will weigh the cost and benefits of translating documents for potential LEP groups, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in a LEP group and other relevant factors. The CS & WD will undertake this examination when an eligible LEP group constitutes five (5) percent of an eligible client group.
2. If the CS & WD determines that translation is necessary and appropriate, the CS & WD will arrange to translate the appropriate document(s) and selected mailings and document(s) of vital importance into that language.
3. As opportunities arise, the CS & WD may work with other entities to share the costs of translating common documents, which may include language groups, which do not (yet) reach the threshold level in the CS & WD's client population.
4. The CS & WD will consider technological aids such as Internet-based translation services, which may provide helpful, although perhaps not authoritative, translations of written materials.

#### **V. FORMAL INTERPRETERS**

1. When necessary to provide meaningful access for LEP clients, the CS & WD will provide qualified interpreters, contract vendors, if available. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.
2. The CS & WD may require a formal interpreter to certify to the following:
  - a. The interpreter understood the matter communicated and rendered a competent interpretation.
  - b. The interpreter will not disclose non-public data without written authorization from the client.
3. A CS & WD contract interpreter may not be a subordinate to the person making the decision.
4. Bilingual CS & WD employees, when available, can provide limited assistance to CS & WD staff and LEP clients as part of their regular job duties.

**VI. INFORMAL INTERPRETERS**

1. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. CS & WD staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency, or conflict of interest.
2. An LEP person may use an informal interpreter of his or her own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the CS & WD. If possible, the CS & WD should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.
3. If an LEP client prefers an informal interpreter, after the CS & WD has offered free interpreter services, the informal interpreter may interpret. In these cases, the client and interpreter should sign a waiver of free interpreter services.
4. If an LEP client wants to use his or her own informal interpreter, the CS & WD reserves the right to also have a formal interpreter present.

**VII. OUTSIDE RESOURCES**

1. Outside resources may include community volunteers.
2. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

**VIII. MONITORING**

1. The CS & WD will review and revise this LEP Plan from time to time. The review will include:
  - a. Reports from the CS & WD's respective divisions on the number of CS & WD clients who are LEP, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
  - b. Reports from the respective divisions and other sources listing the languages used by LEP clients.
  - c. A determination as to whether the number from the CS & WD client group(s) speak a specific language, which triggers consideration of document translation needs as described above.
  - d. Analysis of staff requests for contract interpreters: number of requests, languages requested, costs, etc.

**IX. LEP PLAN DISTRIBUTION AND TRAINING**

The LEP Plan will be:

1. Distributed to all CS & WD staff.
2. Available at the CS & WD Administrative Office at 716 Richard Arrington Jr. Blvd. N., Suite A-430, Birmingham, Al. 35203-0115.

Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.