REGULAR MEETING
HUNTSVILLE HOUSING AUTHORITY
OSCAR MASON COMMUNITY CENTER
149 MASON COURT
August 19, 2019
12:00 P.M.

ANNUAL MEETING

CALL TO ORDER

ROLL CALL

NEW BUSINESS

1. Election of Officers

ADJOURNMENT

REGULAR MEETING

CALL TO ORDER

ROLL CALL


OLD BUSINESS

NEW BUSINESS

Financial Services

1. CliftonLarsonAllen Presentation of Audit for the Period Ended
3/31/19.

2. Act on a Resolution Authorizing the Executive
Director to Enter
into an Agreement with Wellstone Inc., (Mental Health Center of Madison County) to be the Sponsor for the Sponsor Based Special Needs Assistance Program Grant.

3. Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter Into an Agreement to Upgrade Huntsville Housing Authority Software System.

   - Brief Presentation from Larry Huckle of Emphasys


Real Estate Development

1. Act on a Resolution to Ratify Previous Authorization to Enter Into a Contract with H&N Construction for the Installation of Doors at Searcy Homes.

Housing Operations

1. Act on a Resolution to Ratify Previous Authorization to Enter Into a Contract for Resident Moving Services at Sparkman Homes.

2. Act on a Resolution Approving the Executive Director/CEO/Contracting Officer to Enter into a Contract for Heating, Ventilation and Air Conditioning (HVAC) Services for Public Housing.

Assisted Housing

1. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for Housing Quality Standards Inspections with Ozark Housing Development, Inc. (OHDI).

EXECUTIVE DIRECTOR/CEO COMMENTS

PUBLIC COMMENTS

COMMISSIONER COMMENTS

ADJOURNMENT
MINUTES OF THE REGULAR MEETING OF THE
BOARD OF COMMISSIONERS OF
HUNTSVILLE HOUSING AUTHORITY

June 17, 2019

The Board of Commissioners of the Huntsville Housing Authority (hereinafter referred to as "the Authority) met in regular session at the Oscar Mason Community Center, 149 Mason Court, Huntsville, Alabama, on Monday, May 20, 2019.

PRESENT
Chairman Delvin Sullivan
Vice Chairman Leon D. Fountain
Comissioner Lee Horton

ABSENT
Commissioner Delmonize Smith
Commissioner Shaquilla Willie

The Chairman declared a quorum present.

Also present were the following: Sandra Eddleston, Executive Director/CEO; Terica Pope, Executive Assistant; John Wilmer, Attorney; Carol Jones, Director of Human Resources; Danielle Thomas, Director of Housing Operations; Paula Bingham, Director of Assisted Housing; Quisha Riche, Director of Real Estate Development; Teresa Wade-Chase, Director of Finance; Lindsay Pollard, Public Relations/Section 3 Coordinator; Terry Boyd, Superintendent of Housing Operations; and Neil Andrew, IT Systems Administrator.

APPROVAL OF MINUTES

A motion was made to accept the minutes from the May 20, 2019, Regular Meeting Minutes as presented. Commissioner Horton made a motion to approve the minutes and Commissioner Fountain seconded the motion. Upon affirmative vote, the Chairman declared the said motion carried.

OLD BUSINESS

NEW BUSINESS
Financial Services

1. Act on Resolution Approving First Quarter Charge-Offs for the Quarter Ending June 30, 2019.

RESOLUTION NO. 2019-28

WHEREAS, Huntsville Housing Authority (HHA) has on its books certain balances owed by former residents in the various low-income developments owned and operated by HHA for the period ending June 30, 2019, in the amount of $27,230.93:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td>$7,573.80</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$12,689.13</td>
</tr>
<tr>
<td>Charges</td>
<td></td>
</tr>
<tr>
<td>Court Costs</td>
<td>$3,762.00</td>
</tr>
<tr>
<td>Late Charges</td>
<td>$695.00</td>
</tr>
<tr>
<td>Retroactive</td>
<td>$2,439.00</td>
</tr>
<tr>
<td>Rent</td>
<td>$72.00</td>
</tr>
<tr>
<td>Bulk Cable</td>
<td></td>
</tr>
</tbody>
</table>

AND, WHEREAS, HHA has made and is making reasonable effort to collect said balances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the aforesaid accounts in the amount of $27,230.93.

Commissioner Fountain moved the foregoing Resolution be adopted as introduced. Commissioner Horton seconded the motion, the Chairman called the roll and the ayes and nays were as follows:

AYES:                                                NAYS:                                                ABSTAIN:
Chairman Delvin Sullivan                             Vice Chairman Leon D. Fountain
Vice Chairman Leon D. Fountain
Commissioner Lee Horton

The Chairman thereupon declared said Resolution adopted this 17th day of June, 2019.


Ms. Teresa Wade-Chase reviewed the report in detail and it was accepted as presented.
Real Estate Development

1. Act on Resolution Ratifying Previous Authorization for the Executive Director/CEO/Contracting Officer to Commit Funding for the Submission of a FY 2019 Choice Neighborhood Planning Grant.

RESOLUTION NO. 2019-29

WHEREAS, the Huntsville Housing Authority ("HHA") is partnering with the City of Huntsville ("City") to submit a FY 2019 Choice Neighborhood Planning Grant application; and

WHEREAS, cash leverage commitments for the planning process and action activities are required for a competitive application; and

WHEREAS, on June 2, 2019, the Board of Commissioners was polled and this funding commitment request was approved; and

WHEREAS, HHA will commit matching funds in the amount of $122,500.00 for the planning process and these funds are available from Capital Funds. HHA will also commit matching funds in the amount of $142,500.00 for action activities and these funds are available through non-HUD funds received from developer fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer’s previous authorization to commit funding for the submission of FY 2019 Choice Neighborhood Planning Grant Application is hereby ratified.

Commissioner Horton moved the foregoing Resolution be adopted as introduced. Commissioner Fountain seconded the motion, the Chairman called the roll and the ayes and nays were as follows:

AYES: 
Chairman Delvin Sullivan
Vice Chairman Leon D. Fountain
Commissioner Lee Horton

NAYS: 

ABSTAIN:

The Chairman thereupon declared said Resolution adopted this 17th day of June, 2019.

RESOLUTION NO. 2019-30

WHEREAS, the Huntsville Housing Authority ("HHA") is partnering with the City of Huntsville, Alabama to jointly submit a FY 2019 Choice Neighborhood Planning Grant Application; and

WHEREAS, the grant application requires the Chairman of the Board of Commissioners ("Board") to submit certifications and agreements to the Department of Housing and Urban Development ("HUD") by the execution of HUD Form 53156; and

WHEREAS, the Board was polled on June 2, 2019 and the request to execute this form was approved.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Huntsville Housing Authority, that previous approval to execute HUD Form 53156, as required for the submission of a FY 2019 Choice Neighborhood Planning Grant Application, is hereby ratified.

Commissioner Fountain moved the foregoing Resolution be adopted as introduced. Commissioner Horton seconded the motion, the Chairman called the roll and the ayes and nays were as follows:

AYES:  NAYS:  ABSTAIN:

Chairman Delvin Sullivan
Vice Chairman Leon D. Fountain
Commissioner Lee Horton

The Chairman thereupon declared said Resolution adopted this 17th day of June, 2019.

HHA SUCCESS STORY

Jessica Leslie – Public Housing FSS Participant was introduced by Mrs. Lindsay Pollard

EXECUTIVE DIRECTOR/CEO COMMENTS

Ms. Eddlemon thanked Jessica and invited her to come back and be a mentor for other FSS Participants. She also thanked Sakeelah for working with Ms. Leslie.

PUBLIC COMMENTS

N/A
COMMISSIONER COMMENTS

Chairman Sullivan thanked Jessica for coming to share her story. He elaborated on his appreciation for the work she has done to be a help to others in her field of work as well.

ADJOURNMENT

With there being no further comments, Chairman Sullivan declared the meeting adjourned.

Attest:

Delvin L. Sullivan, Chairman

Sandra Eddlemon, Secretary
MINUTES OF THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF HUNTSVILLE HOUSING AUTHORITY.

JUNE 25, 2019

The Board of Commissioners of the Huntsville Housing Authority (hereinafter referred to as “the Authority) met in special session at the Oscar Mason Community Center, 149 Mason Court, Huntsville, Alabama, on Thursday, June 25, 2019.

PRESENT
Chairman Delvin Sullivan
Vice Chairman Leon D. Fountain
Commissioner Lee Horton
Commissioner Delmonize Smith
Commissioner Shaquilla Willie

ABSENT

The Chairman declared a quorum present.

Also present were the following: Sandra Eddlemon, Executive Director/CEO; Terica Pope, Executive Assistant; John Wilmer, Attorney; Carol Jones, Director of Human Resources; Danielle Thomas, Director of Housing Operations; Paula Bingham, Director of Assisted Housing; Quisha Riche, Director of Real Estate Development; Teresa Wade-Chase, Director of Finance; Terry Boyd, Superintendent of Housing Operations; and Neil Andrew, IT Systems Administrator.

Executive Session

Commissioner Lee Horton made a motion to go into Executive Session to discuss the good name and character of the Candidates for Deputy Executive Director. Commissioner Delmonize Smith seconded the motion, and upon affirmative vote of all members present, the Board, the Executive Director, and Attorney went into Executive Session.

COMMISSIONER COMMENTS

Chairman Sullivan called the Special Meeting back to order and announced that Antonio McGinnis would be offered the position of Deputy Executive Director of the Authority. He asked for questions and comments and there were none.
ADJOURNMENT

With there being no further comments, Chairman Sullivan declared the meeting adjourned.

Attest:

Delvin L. Sullivan, Chairman

Sandra Eddlemon, Secretary
HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners' Meeting
Agenda Item
Control Document

Date, August 12, 2019

HHA Staff Representative: Teresa Wade-Chase, Director of Finance/CFO

Department: Financial Services

Board of Commissioners’ Meeting (Date): August 19, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):


2. Act on Resolution Authorizing the Executive Director to enter into an agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the sponsor for the Sponsor Based Special Needs Assistance Program Grant.

3. Act on Resolution Authorizing the Executive Director to contract with Emphasys for the purchase of a new comprehensive software system.


Date/Time/Place of Board of Commissioners’ Committee Meeting: Tuesday, August 13, 2019, at 4:30 p.m.

Approved by: Danielle Thomas

Sandra Eddleman
Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:
We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairperson Delvin Sullivan Date: 08/13/2019

HHA Board Committee Member: Commissioner Delmonize Smith, Ph.D Date: 08/13/2019

HHA Staff Member: Teresa Wade-Chase Date: 08-15-19
Huntsville Housing Authority

REQUEST FOR BOARD ACTION

Resolution Authorizing the Executive Director/CEO/Contracting Officer to enter into an Agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the Sponsor for the Sponsor Based Special Needs Assistance Program Grant

August 19, 2019

INTRODUCTION

Huntsville Housing Authority (HHA) was granted renewal of the Special Needs Assistance Program Grant in the amount of $400,402 to be effective August 1, 2019. This grant is to assist at least 49 homeless persons annually who are disabled due to chronic mental illness. HHA is required to enter into a contract with a sponsor to operate the program.

PURPOSE/OBJECTIVE

It is the intent of HHA to enter into an agreement with the Wellstone Inc. (Mental Health Center of Madison County) for them to be the sponsor for this Special Needs Assistance Program Grant.

JUSTIFICATION/DESCRIPTION

Wellstone Inc. (Mental Health Center of Madison County) previously known as the Huntsville-Madison County Mental Health Board, Inc. has been the sponsor for this program for over twenty years.

ECONOMIC IMPACT

The sponsor will collect the resident’s portion of the rent and they will pay the entire rent to the rental complex. The sponsor will be reimbursed by HHA from the Special Needs Assistance Program funds after proper paperwork has been supplied to HHA’s finance staff and they have verified the information for accuracy.

ALTERNATIVES

None

ATTACHMENTS

Copy of the agreement with Wellstone Inc. (Mental Health Center of Madison County).
RECOMMENDATION

The Executive Director/CEO recommends that the Board of Commissioners approve the agreement with the Wellstone Inc. (Mental Health Center of Madison County).

Sandra Eddlemon
Executive Director/CEO

4/15/19
Date

Teresa Wade-Chase
Director of Finance/CFO

08-15-19
Date

ACTION TAKEN: ____________________________
AGREEMENT BETWEEN HUNTSVILLE HOUSING AUTHORITY AND WELLSTONE, INC. (MENTAL HEALTH CENTER OF MADISON COUNTY)

THIS AGREEMENT, entered into this the 1st day of August 2019, by and between Huntsville Housing Authority (hereinafter referred to as the AUTHORITY), and Wellstone, Inc. (Mental Health Center of Madison County), hereinafter referred to as the AGENCY.

WHEREAS, according to the United States Department of Housing and Urban Development ("H.U.D.") , "The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness."

WHEREAS, the AUTHORITY received a renewal grant under the Continuum of Care Special Needs Assistance program from the Office of the U.S. Department of Housing and Urban Development, known as Project No. AL0046L4C031811; and

WHEREAS, the AUTHORITY desires to engage the Agency to render certain services in connection therewith:

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

I. PROJECT DESCRIPTION. The Agency shall provide rental assistance and supportive services under the Special Needs Assistance program, as defined under 24 CFR 582, to at least 49 homeless persons annually who are disabled by chronic mental illness. The AUTHORITY shall provide $400,402.00 in funds to the Agency for the purpose of providing rental assistance for units that are occupied by eligible program participants. Grant funds provided to the Agency shall not exceed the appropriate existing housing fair market rental value under Sec. 8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved by HUD. Rental Assistance shall not exceed the actual costs of rental assistance for program participants. The Agency shall provide for the administration of the program for the term of this agreement.

II. PROJECT LOCATION. All financial and client records related to the program shall be maintained at the Agency facility located at 4040 South Memorial Parkway, Huntsville, Alabama.

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the Assisted Housing Department of Huntsville Housing Authority perform the following services:

A. LEASE AGREEMENT AND INDEMNIFICATION. Upon proof from the Agency of a qualified expense, the AUTHORITY will request funds from the Grant to provide Special Needs Assistance grant funds to the Agency, which shall be used to provide rental assistance for housing units occupied by eligible program participants. Pursuant to the requirements of the Continuum of Care Program (the "Grant" or the "Program"), the Agency shall enter into a lease agreement with an owner of rental properties. The lease shall be directly between the Agency and the owner of rental properties. Under no circumstances shall the Authority be, or be construed as, a party to any lease agreement or other agreement between the Agency and the owner(s) of rental properties in the Program. The Authority may be mentioned in such lease(s) solely for the purpose of
compliance with requirements of the Continuum of Care Program. However, the Authority may not be a signatory to any lease or other agreement with the owner(s) of rental property subject to the Grant. The Authority is not a beneficiary of the grant funds or of any provision(s) of the lease(s) between the Agency and the owner(s) of rental property receiving funds through the Continuum of Care Grant. The Authority is responsible to H.U.D., alone, for ensuring that any requests for payment or reimbursement by the Agency are made pursuant to the requirements of the Grant and H.U.D., and that any funds disbursed pursuant to the Grant are only paid if the rental properties satisfy the requirements of the Grant and H.U.D., which includes inspections of the properties by the Authority for compliance. The Grant is a reimbursable grant. The Agency must submit its expenses monthly. The Authority will audit Agency’s submission to make sure that it meets the requirement of the Grant. After the Authority’s audit, the Grant funds will be “drawn down” from HUD using the eLOCS system. Such funds are then disbursed to the Agency within three days of receipt of the Authority’s receipt of such funds from H.U.D. The Agency, and any owner of rental property in the Program, agree to defend, indemnify, and hold the Authority, including any agents or employees of the Authority, harmless from: any and all claims, damages, loss, suits, causes, actions, or other proceedings, arising from, involving, caused by, resulting from, or otherwise related to, any and all actions or inactions of the Authority whatsoever (including any actions or inactions any agents or employees of the Authority) involving the Continuum of Care Grant Program. A minimum of 49 units shall be leased by the Agency to provide housing for homeless persons or families who are participants in the Special Needs Assistance Program. Funds not used as housing subsidies may also be used to pay for security deposits and damage deposits up to one month’s rent. If a unit is vacated before the end of the occupancy agreement, grant funds may continue to be used to assist the unit for the remainder of the month in which it is vacated, plus up to 30 additional days. The language in this paragraph must be included in any lease made between the Agency and all rental property owners who might receive funds from the Grant. The inclusion of such language in any lease between the Agency and any owner(s) of rental property in the Program is a material term of this Agreement.

B. The lease agreement shall also include how the property owner will address the accessibility requirements, reasonable modifications, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as amended.

C. OCCUPANCY AGREEMENTS/LEASE. The Agency must execute an initial occupancy agreement/lease with each program participant for the term of at least one month, automatically renewable upon expiration, except with prior notice. The agreement/lease shall be between the Agency and the program participant. The program participant shall not enter into a lease agreement with the owner of the rental property. Each occupancy agreement/lease shall be provided to the AUTHORITY and approved by the AUTHORITY prior to any funds being requested for rental assistance. The occupancy agreement/lease shall also include a provision requiring the participant to take part in the supportive services provided through the program as a condition of continued occupancy. As a condition of participation in the program, each participant must agree to supply the information or documentation necessary to verify the participant's income. Participants must provide the Agency information at any time regarding changes in income or other circumstances that may result in changes to a participant's rental payment. Assistance may be terminated however, if a participant violates conditions of occupancy and all alternatives have been explored. The agreement shall provide written notice and provide
a formal process that recognizes the rights of individuals receiving assistance to due process. The Agency shall provide prompt written notice of the final decision to the participant. If a client is determined to be in non-compliance with the Continuum of Care program, a copy of the notice of final decision, which was given to the client, shall be provided to the AUTHORITY.

D. PROCEDURES. The Agency shall continue to follow its procedures for managing the rental housing assistance funds. A copy of these guidelines shall be provided to the AUTHORITY on an annual basis or as changes to the procedures occur. At a minimum, such procedures must describe program guidelines, which describe selection criteria, eligibility guidelines, and participation requirements. The Agency shall describe how units will be identified and selected; the process for deciding which unit a participant will occupy; how participants will be placed in, or assisted in finding appropriate housing; how rent calculations will be made and the amount of rental assistance payments determined; and what safeguards will be used to prevent the misuse of funds.

E. ADMINISTRATION. When the grant amount reserved for rental assistance exceeds the amount that will be needed to pay the actual costs or rental assistance, the Agency may use up to 6% of the grant amount expended to pay the costs of administering the housing assistance. The Agency may contract with another entity approved by the AUTHORITY to administer the housing assistance. Eligible administrative activities are limited to processing rental payments to landlords, examining participant income and family composition, providing housing information and assistance, and receiving new participants into the program. The AUTHORITY shall provide funds for this activity on a reimbursable basis. Additional grant funds over this amount may only be used to assist additional eligible clients.
F. **HOMELESS PARTICIPATION.** The Agency shall provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy making entity of the Agency to the extent that the Agency considers and makes policies and decisions regarding any housing assisted under this grant. To the maximum extent practicable, the Agency must also involve homeless individuals and families in providing supportive services. An eligible homeless person under this contract is defined as an individual who lacks a fixed, regular, and adequate nighttime residence that is: 1) a supervised temporary shelter, 2) an institution designed for persons intended to be institutionalized, 3) or, a place not intended as regular sleeping accommodations. The homeless person must also have a disability, which includes those persons who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have AIDS and related diseases. Records shall be maintained for each client documenting their homeless eligibility as per U.S. Department of HUD, Guidance on Documentation of Participant Eligibility Under Homeless Assistance Programs, dated October 6, 1995.

G. **SUPPORTIVE SERVICES.** The Agency shall ensure the provision of supportive services as described in the Application. These services shall be at a minimum: Case management to include needs assessment, crisis intervention, individual therapy as needed, assistance and advocacy in obtaining medical services, and assistance in obtaining household goods, food and clothing.

H. **RENT.** The Agency must examine a participant's income initially and annually after admission into the program and make adjustments to a participant rent as necessary. The Agency shall be responsible for making rental payments to the owner. Each participant must pay rent to the Agency in accordance with section 3(a)(1) of the U.S. Housing Act of 1937, which is the highest of: (1) 30 percent of the family's monthly adjusted income; or, (2) 10 percent of the family's monthly income; or, (3) The portion of welfare assistance payments which is specifically designated by the public agency providing the assistance to meet the family's housing costs. Income must be calculated in accordance with 24 CFR 813.106.

IV. **TIME OF PERFORMANCE.** The services of the Agency shall be undertaken beginning on August 1, 2019 and be completed by July 31, 2020.

V. **COMPENSATION AND METHOD OF PAYMENT.** Requests for funds shall be made monthly or bi-monthly subject to the receipt of a Request for Funds by AUTHORITY from the Agency and supported by certified documentation that the eligible clients have been selected and eligible match requirements have been met. Funds requested for administrative expenses shall be provided on a reimbursable basis. After receipt of funds, the Agency shall make payment of expenses to the vendor(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is expressly understood that in no event shall the total compensation to be paid hereunder exceed the maximum sum Three Hundred Forty Thousand Eight Hundred and Four Dollars ($340,804.00) for all services required hereunder.
Funds shall be expended as delineated in the budget below:

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>ACCOUNT NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>511</td>
<td>Professional Services</td>
<td>$400,402.00</td>
</tr>
</tbody>
</table>

Funds provided under this contract shall provide rental assistance payments for units occupied by eligible homeless persons. Up to 6% of the grant funds expended may be used for administrative purposes as defined under Part III D. of this contract and is included as part of the total Budget amount.

VI. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

A. REPORT CONTROL. Reports related to this project will be maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the AUTHORITY, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

B. AGENCY MONTHLY REPORTS. A written monthly report reflecting Agency operations shall be submitted by the Agency to the AUTHORITY no later than the fifth calendar day of each month.

C. FORMS. All forms will be provided by the AUTHORITY.

D. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be totally responsible to the AUTHORITY for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

E. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCY. The AUTHORITY will inventory and examine Agency reports prior to each request for funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory Agency reporting under the terms of this contract. The AUTHORITY shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.
F. GENERAL REPORT PROVISIONS.

1. Data requirements, reporting format, and submission times will be specified by the AUTHORITY for all reporting.

2. From time to time, as the AUTHORITY may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

3. The AUTHORITY will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

4. No exception will be made to any part of these report provisions unless the exception is made in writing by the AUTHORITY.

5. Non-compliance with these provisions regarding reporting will by considered sufficient cause for termination of this contract.

VII. ITEM(S) OF UNDERSTANDING.

A. PERSONNEL POLICY. It is mutually understood that policies governing personnel shall be nondiscriminatory.

B. FEDERAL FUNDS. It is mutually understood by the parties hereto that the funds provided hereunder are federal funds provided under the Continuum of Care Agreement awarded to Huntsville Housing Authority by the United States Department of Housing and Urban Development. This Agreement is subject to all certifications and assurances and any information or documentation required by HUD of Huntsville Housing Authority in order to meet grant award conditions. The Grant Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Grant Application and any provision contained herein, this Agreement shall control.

C. FEDERAL GUIDELINES. This Agreement incorporates by reference all guidelines, certifications and program requirements as defined under 24 CFR Part 578 and the Executed Continuum of Care Agreement for the Shelter Care Plus Expansion 2017 Project Number: AL0046L4C031811, City of Huntsville, Alabama.

D. MONITORING. The AUTHORITY shall monitor the records of the Agency related to this contract at least annually. Written notification will be provided to the Agency prior to monitoring visits.

E. INSPECTION OF UNITS. All units, which have been rented by the Agency, shall be inspected by Huntsville Housing Authority, Assisted Housing Department and certified as having met the requirements of the Housing Quality Standards and any other codes, which may be applicable. The AUTHORITY shall not release any funds for a client’s rental assistance prior to the inspection and certification of a unit.
A unit shall be inspected by the Assisted Housing Department upon its initial occupancy and on an annual basis. The Agency shall be responsible for requesting these inspections.

VIII. **MATCH REQUIREMENTS.** The Agency shall match the 25% of the total awarded amount for the Grant #AI.0046L4C031811.

IX. **CONFLICT OF INTEREST.** The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the Agency's officers, employees or agents.

X. **FINANCIAL MANAGEMENT STANDARDS.** The Agency's financial management systems shall provide for:

A. Accurate, current and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal-sponsoring agency requires reporting on an accrual basis, the recipient shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

B. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

C. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

D. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

E. Procedures to minimize the time elapsing between the transfer of funds from the AUTHORITY and the disbursement by the Agency within two (2) working days.

F. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

G. Accounting records that are supported by source documentation.
H. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

XI. ACCOUNTING PROCEDURES AND REPORTS. The Agency shall arrange for an audit of this program by a certified public accountant, to be made in accordance with OMB Circular A-133 during its next regular auditing cycle (to include the period covered by this contract). Three copies of this Audit Report must be submitted to AUTHORITY upon issuance by the Independent Auditor. The Agency agrees to keep proper books of record and account in which full, true and correct entries in accordance with generally accepted accounting principals consistently applied will be made of all dealings or transactions in relation to grant activities.

XII. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

XIII. NONRECOUP. In addition to the provision for indemnification found in paragraph II.A. above, the Agency shall indemnify, defend, protect and hold the AUTHORITY harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense (including, without limitation, reasonable attorney's fees and expenses) incurred by the AUTHORITY as a result of any breach, fraud, or material misrepresentation made under, or in connection with, this Agreement.
IN WITNESS THEREOF, the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

WELLSTONE, INC. (MENTAL HEALTH CENTER OF MADISON COUNTY)

By: ____________________________________________
    Jeremy Blair
    Executive Director/CEO

Date: ____________________________________________

HUNTSVILLE HOUSING AUTHORITY

By: ____________________________________________
    Sandra Eddlemon
    Executive Director/CEO

Date: ____________________________________________
Huntsville Housing Authority

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER INTO AN AGREEMENT WITH WELLSTONE INC (MENTAL HEALTH CENTER OF MADISON COUNTY) TO BE THE SPONSOR FOR THE SPONSOR BASED SPECIAL NEEDS ASSISTANCE PROGRAM GRANT

RESOLUTION NO. 2019-31

WHEREAS, the Huntsville Housing Authority was granted renewal of the Special Needs Assistance Program Grant Special Needs Assistance Program Grant effective August 1, 2019; and

WHEREAS, the Huntsville Housing Authority is required to enter into a contract with a sponsor to operate the Special Needs Assistance Program Grant;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Huntsville Housing Authority, hereby authorizes the Executive Director/CEO/Contracting Officer to enter into an agreement with the Wellstone Inc. (Mental Health Center of Madison County).

ADOPTED THIS 19th of August 2019

Delvin L. Sullivan, Chairperson

Attest:

Sandra Eddlemon, Executive Director
HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

ACT ON RESOLUTION AUTHORIZING THE EXECUTIVE/DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER INTO A CONTRACT WITH EMPHASYS FOR THE PURCHASE OF A NEW COMPREHENSIVE SOFTWARE SYSTEM

August 19, 2019

INTRODUCTION

The Huntsville Housing Authority (HHA) is seeking to purchase and implement a new comprehensive software as our current software provider is no longer providing service. We would like to achieve this by utilizing a contract that City of Phoenix Housing Authority already has in place also known as “piggy-backing.” Piggy-backing is an economical and efficient procurement tool.

PURPOSE/OBJECTIVE

The Emphasys software system is a complete multi-user integrated tenant management and financial management system for our public housing, housing choice voucher program, and tax credit properties that also includes a three year maintenance plan. This new software package is essential for the Agency’s day to day operations.

JUSTIFICATION/DESCRIPTION

Within the HUD Procurement Handbook, it states that a Housing Agency (HA) may purchase “supplies and services through a local, county or State government’s supply, service or equipment contractor.” This practice is also encouraged and allowed by 2 CFR 200.317 [HUD Handbook Section 14.2.A.3].

City of Phoenix Housing Authority conducted a Request for Proposals for software purchase and implementation in accordance with HUD Procurement Handbook 7460.8 REV 2. Emphasys Software was deemed to be the highest-ranking responsive and responsible proposer, which resulted in the PHA awarding a contract to Emphasys Software.

HHA reviewed the PHA’s competitive documents and Emphasys’ submittal documents and hereby affirms that the noted original solicitation and ensuing contract are each appropriate for HHA to “join” or “piggy-back” with Phoenix Housing Authority for the purchase and implementation of new comprehensive software.

ECONOMIC IMPACT

Amount not to exceed $568,000.

ATTACHMENTS

Justification for “Joinder” or “Piggy-back “Contract Software Purchase and Implementation Agreement
RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends approval to enter into a contract with Emphasys Software for the purchase and implementation of a new comprehensive software system by piggybacking on City of Phoenix Housing Authority’s contract for the same.

Sandra Eddlemon
Executive Director/CEO

Teresa Wade-Chase
Director of Finance/CFO

8/15/19
Date

08-15-19
Date

ACTION TAKEN: ___________________________
Within Section 14.2.B.5 of HUD Procurement Handbook 7460.8 REV 2 it states that a Housing Agency (HA) may purchase “supplies and services through a local, county or State government’s supply, service or equipment contractor.” This practice is also encouraged and allowed by 24 CFR 85.36(b)(5). Accordingly, to justify executing a contract, the HA shall record the following information and conduct each noted procedure to ensure that:

(a) The new purchase “agreement provides for greater economy and efficiency and results in cost savings to the PHA [Section 14.A.1];

(b) The new purchase “agreement is used for common supplies and services that are of a routine nature only” (“common,” meaning the items or services being procured by the HA are the same as those listed on the original contract issued by the local, county or State government agency and are the items or services the HA requires) [Section 14.A.2];

(c) The HA ensures “that any supplies or services obtained using another agency’s contract are purchased in compliance with 24 CFR 85.36” [Section 14.A.3]

Justification:

(1) Identify the supplies or services to be placed under contract: COMPREHENSIVE SOFTWARE SYSTEM

(2) Identify the “Local, county or State government agency” (GA) that conducted the original competitive solicitation: DOTHAN CITY HOUSING AUTHORITY

(3) The original competitive solicitation was an: QSP___ IFB___ RFP_X___ RFQ/QBS___

(4) The original Solicitation No.: FY18-086-4 DRW Contract No.: 149262-0

(5) Original Contract Period: From 09/03/2018 to 06/30/2023. No. of Option Periods: 5

Maximum Potential Eligible Contract Date: 06/30/2023.

(6) The HA has garnered, reviewed and placed in the file the following original solicitation documents: ✓ Competitve Solicitation Documents (including addendums) issued by the above GA.
✓ Tabulation showing the Force of Competition.
✓ Copy of the successful firm(s) submittal.
✓ Cost or Price Analysis (or similar analysis) conducted by the above noted GA.
✓ Ensuring contract executed by the above noted HA with the successful firm(s).

(7) The HA has completed Due Diligence: (a)Cost/Price Analysis:___ (b)References:___ (c)Licensing:___
(d)Insurance:___ (e)LDP/EPLS:___ (f)Section 3 (if applicable):___
Executed an appropriate contract form.

The undersigned, having familiarized himself/herself with the applicable regulations, has gathered and reviewed the above noted documents and hereby affirms that the noted original solicitation and ensuing contract are each appropriate for the HA to “join” or “piggy-back” onto.

Signature: [Joaq McClarn] Date: 8-14-19
Printed Name: [Joaq McClarn] Title: [Property Officer]

HUNTSVILLE HOUSING AUTHORITY
Page 1
EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Computer Solutions having its principal place of business in Miami, Florida (hereinafter Emphasys); and the Huntsville Housing Authority having its principal place of business at 200 Washington Street NE, Huntsville, AL 35801 (hereinafter Licensee).

1. LICENSED SOFTWARE

1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software identified in Exhibit A ("Licensed Software"), provided to Licensee as Software-as-a-Service ("SaaS"), and Emphasys, as authorized agent, grants to Licensee a nonexclusive, non-assignable, non-perpetual, license to use the software described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or delivered to Licensee in an Emphasys provided hosted environment (SaaS), purchased and delivered hereunder. Licensee agrees to abide by all terms and conditions as required by the manufacturers of the Other (Third Party) Licensed Software.

2. PROPRIETARY INFORMATION & NON-DISCLOSURE

2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.

2.2. Licensee may not make copies of the Licensed Software except for backup, archival, emergency recovery purposes or to replace a worn copy. If this License Agreement is terminated, all such copies must be destroyed and the Licensed Software returned to Emphasys.

2.3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software.

2.4. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.

2.5. In the event of Licensee’s breach of this Article, as determined by Emphasys, Emphasys shall have the right to enjoin Licensee from further breach and obtain such relief as may be determined by a court of competent jurisdiction.

3. PAYMENT TERMS

3.1. Licensee agrees to pay 100% of Emphasys the price of the SaaS Fees by paying the first full annual payment at the time of execution of this Agreement. Licensee agrees to pay 100% of subsequent years 30-days in advance, prior to the anniversary of the initial due date, which shall be effective the first of the month following the date of the initial execution date of this Agreement.

3.2. Licensee agrees to pay Emphasys the price of the Other Licensed Software by paying a deposit of eighty-five percent of the price at the time of execution of this Agreement and the balance upon initial installation of the Other (Third Party) Licensed Software.

3.3. Licensee agrees to pay Emphasys the price of the Equipment, if any, identified in Exhibit A, by paying eighty-five percent of the price of the Equipment at the time of execution of this Agreement and the balance of the price upon initial installation of the Equipment.

3.4. Licensee agrees to pay 100% of the amounts listed in this Agreement for Services upon delivery of such Services by Emphasys.

3.5. All amounts are due and payable within thirty calendar days of Emphasys’ invoice, and all amounts shall be in US dollars unless otherwise noted. Emphasys accepts all major credit cards. A 3% convenience fee will be charged on processed items.

3.6. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than thirty days from the due date. Emphasys shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third party collection or legal costs incurred by Emphasys as a result of additional collection efforts. Finally, Emphasys reserves the right to cancel Licensee’s license for Licensed Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and are in excess of $10,000, remain unpaid for a period of ninety (90) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.
3.7. In addition to any penalties that may be charged, Emphasys reserves to right to assess and licensee agrees to pay a service charge of one and one-half percent (1.5%) per month or partial month on all past due invoices.

3.8 In addition to the amounts listed for Services, Licensee agrees to pay for reasonable expenses incurred by Emphasys to fulfill its obligations to Licensee, including travel expenses such as lodging, food, airfare, ground transportation, mileage and airport parking during the term of this Agreement.

3.9 Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee shall provide Emphasys with a Certificate of Exemption upon request.

4. **WARRANTY**

4.1. Emphasys warrants that it is the owner of the Licensed Software and Documentation and that Emphasys has the right to sublicense such Licensed Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Licensed Software or Documentation infringes on the intellectual property rights of any third party. Emphasys will indemnify and hold harmless Licensee, its affiliates and each of their respective officers, directors, affiliates, owners, employees and agents (“Indemnitee”) from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnitee based on a claim or allegation that the Licensed Software or Documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. Emphasys shall have the right to direct the defense strategy and to select their legal representation. The affected Indemnitee, however, shall give Emphasys prompt written notice of any such claim and shall cooperate in the defense of such claims, demands or actions.

4.2. Emphasys warrants that the Software will be free from defects in material and workmanship and shall substantially comply with Emphasys’ then current documentation. The warranty herein is included as part of the annual SaaS Fees; any defects in material and workmanship shall be remedied according to Section 7, Support.

4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. Emphasys shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which Emphasys has no control.

4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.

4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys’ attention in writing within the warranty period.

4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.

4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **LIMITATION OF LIABILITY**

5.1. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment, Software, Services, or any documentation relating to such Equipment, Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys for negligence shall in no event exceed the total price of the item of Equipment, Software Module, or particular Service that is the subject of the claim. Except for acts of willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if
Emphasys has been advised of the possibility of such damages.

6. AGREEMENT

6.1. The Agreement between Licensee and Emphasys consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

6.1.1. The contents herein, as may be modified in accordance with Article 9.5, including all Exhibits.

6.1.2. Emphasys' proposal dated August 12, 2019, hereinafter referred to as Exhibit B, Cost Proposal.

7. SUPPORT

7.1. Emphasys shall provide Support included as part of the annual SaaS fees, commencing on the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least one hundred twenty (120) days prior to the expiration date of the initial term or of any subsequent one-year term. SaaS Fees are based on a 5 year term. If for any reason Licensee cancels within the first five years, the balance of the remaining 5 years of SaaS Fees will be due immediately upon termination (the “Early Termination Fee”).

7.2. Effect of Termination. Upon termination of this Agreement the Licensee shall immediately cease all use of the Licensed Software, and within thirty (30) days of the termination date the Licensee shall (1) uninstall the Licensed Software from all of the Licensee’s computers, (2) provide written notice to Emphasys attesting to the removal of the Licensed Software, and (3) pay the Early Termination Fee (the “Termination Procedures”). In the event that the Licensee fails to complete the termination procedures in a timely manner, the Licensee agrees to pay for the continued use of the Licensed Software, and Licensee shall pay Emphasys on the first of each month a monthly fee equal to one-twelfth (1/12) of the SaaS Fee multiplied by 115%, until such a time that the Licensee has satisfactorily completed the Termination Procedures.

7.3. Termination Audit. For a period of three (3) years after the termination of this Agreement Emphasys shall have the right to inspect the Licensee’s computers and premises to ensure that the Licensee has fully and completely satisfied the Termination Procedures. In the event that the Licensed Software is discovered on any of the Licensee’s computers or devices, the Licensee agrees that the presence of the Licensed Software shall be de facto evidence of the Licensee’s continued use of the Licensed Software and the Licensee's violation of the Termination Procedures. In the event that the Licensed Software is discovered on any of the Licensee’s computers or devices, the Licensee agrees to pay Emphasys a fee for the continued de facto use of the Licensed Software; such fee shall be equal to 125% of the SaaS Fee for period beginning on the termination date and ending on the date on which the audit was completed.

7.4. The prices of this agreement are fixed for the first three years according to Exhibit B, Cost Proposal. Thereafter, Emphasys shall be entitled to increase its fees for SaaS upon sixty (60) days prior written notice to Licensee.

7.5. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Licensed Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Licensed Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation and the then current Mandated Changes.

7.6. Emphasys is to provide support to Licensee for technical issues arising from the Licensed Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.

7.7. “Software for Life”: Licensee shall be entitled to Upgrades without having to repurchase Emphasys proprietary software licenses. During the term of this Agreement, Licensee shall be entitled to any substantially equivalent future Upgrades of that originally licensed module at no additional license fee, provided that all related SaaS fees have been paid since the original licensing of that module. Licensee is responsible for purchasing any third party required product (hardware or software) and Services required to properly implement the Upgrade.

7.8. Audits: During the term of this Agreement and for three (3) years after termination or expiration, Licensee will maintain complete records regarding its housing unit counts, software modules installed or purchased, or any other measure upon which SaaS fees are based. Upon reasonable notice to Licensee, Emphasys may audit, at Emphasys’ expense, Licensee’s unit counts, software modules installed, and other relevant measures and supporting records to determine its compliance hereunder.

7.9. Standard Support means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:

7.9.1. Technical troubleshooting and assistance with Licensed Software in order to restore the
Licensed Software’s functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.

7.9.2 Corrections of errors, interruptions, malfunctions or defects in the Licensed Software to enable the Licensed Software to substantially conform to published Documentation.

7.9.3 Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

8. RESPONSIBILITIES OF LICENSEE

8.1 Request for Service. At any time, Licensee may report its request for service and its priority code by fax using Emphasys’ dedicated support fax phone number, its 800-support number or e-mail. If Licensee believes that the Support Event is a Priority 1, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.

8.2 Standard Required Information. When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Licensed Software module (e.g., General Ledger, Low Income, Section 8, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service. Licensee is responsible for notifying Emphasys of any Licensed Software problems and providing written documentation of Licensed Software problems with specific examples.

8.3 Install Latest Third Party Software. Licensee agrees to install in their live environment the latest released version of Third Party Software that is used by and compatible with the Licensed Software within two (2) years of general release by said third party. During such two (2) year period, Emphasys shall use its Best Efforts to continue to support the Licensed Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported by its owner, Emphasys’ obligation to support that Software shall cease.

8.4 Install Latest Licensed Software. Unless otherwise provided by Emphasys in a Cloud Hosted environment, Licensee agrees to install the latest released Upgrade of the Licensed Software in their live environment within 6 (six) months of release by Emphasys.

8.5 Reasonable Access. Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Licensed Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement. Licensee will provide Emphasys with predefined passwords that will not change without the prior approval of Licensee. Licensee agrees to provide Emphasys appropriate access to Licensee’s computer system during normal business hours via Emphasys-approved telephone modem and modem software. Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys’ obligation to Licensee for software support services.

8.6 Data for Support. Licensee will make available to Emphasys, on a reasonable basis, data necessary for the successful support of the Licensed Software, including all currently existing critical files. All such data shall be considered to be Licensee’s Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.

8.7 Backups. Unless otherwise provided by Emphasys in a Cloud hosted environment, Licensee shall create and keep current backups, not older than two (2) working days, of all Licensed Software and related data files. Licensee further agrees to make backups available for restoration purposes if needed by Emphasys. Any backup services provided by Emphasys shall result in billable time to Licensee.

8.8 Modifications by Licensee. In no event shall Emphasys be liable or responsible for correcting any errors or damage resulting from changes or modifications to the Licensed Software made by Licensee.

8.9 Designated Licensee Contact. It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

9. GENERAL

9.1 Site Location: The Equipment and Software shall be located at the following address: 200 Washington Street NE, Huntsville, AL 35801.

9.2 Export: The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-
export same from any country, a valid license from the U.S. Department of Commerce is required. Diversion contrary to United States Law is prohibited.

9.3 Assignment: The rights under this Agreement shall not be assigned by Licensee without the written consent of Emphasys.

9.4 Complete Agreement: This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.

9.5 Modification: This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.

9.6 Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.7 Waivers: Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

9.8 Arbitration: All disputes, with the exception of the injunctive and other relief referred to in Article 2.5, above, arising out of or relating to this Agreement or a material breach thereof, will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented by the Computer Guide, if then in existence. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The parties shall jointly request the American Arbitration Association to submit a panel of three arbitrators, each of which is listed on the Computer Arbitration Panel and at least one of which shall be an attorney in good standing.

9.9 Force Majeure: In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.

9.10 Notices: All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail or when delivered in person to the parties who have executed this Agreement.

9.11 Jurisdiction: The parties agree that this Agreement will be entered into in the State of Michigan, that both parties are subject to the jurisdiction of the state and federal courts in Michigan, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created hereunder. The parties further agree that the laws of the State of Michigan and of the United States shall govern the construction and interpretation of this Agreement and shall apply in any such case or controversy.

9.12 Headings: The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.
IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives this ___ day of _____ 2019 (the “Effective Date”).

Emphasys Software

By: ____________________________
Name: __________________________
Title: __________________________
Signature: ______________________
Date: ____________________________

Huntsville Housing Authority

By: ____________________________
Name: __________________________
Title: __________________________
Signature: ______________________
Date: ____________________________
Exhibit A: Licensed Modules

Licensee Name: Huntsville Housing Authority

Licensed Software:

Name

Housing Choice Voucher Suite
Waiting List
Resident Processing
Section 8 Accounting (Check Processing, A/R Portability)
Section 8 Project-Based Voucher Program
Family Self Sufficiency
Rent Reasonableness
HQS Inspections Host System

Low Income Public Housing Suite
Waiting List
Public Housing Resident Processing & Property Management
Family Self-Sufficiency
Public Housing Financials
Work Orders
UPCS - V Integration
UPCS Inspections Host System

Additional Housing Suite
Tax Credits

Administration Suite
General Ledger / Chart of Accounts
Accounts Payable/ Accounts Receivable
Bank Book
Budgeting
Purchase Orders
Fixed Assets
Inventory

Payroll / HR

MyHousing Portals
Streamline (Resident Self-Certification Portal)
On-Line Applications
Applicant Portal

Executive Portal (User-Defined Reporting Dashboard)
Partner Portal (Landlord online access)
MyTenantPayments (Scheduled for release by Q2-2020)

Mobile Technology
Mobile Work Orders (per mobile device)
Mobile UPCS Touch Inspection Software (per mobile device)
Mobile HQS Inspection Hand Held Software (per mobile device)

Document Imaging - Edocs
Other Licensed Software:

Name

Coldfusion - Procurement Module
Labeling & Scanning Licenses for eDocs

Hardware:

Description

N/A – All hardware to be provided by Licensee for on-premise installation of Licensed Software
## Exhibit B: Cost Proposal

**Dated August 13, 2019**

### Elite Software Enterprise Solution Summary

Huntsville Housing Authority

<table>
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<tr>
<th>Description</th>
<th>Total Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>3 Yr TOTAL</th>
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<td><strong>Software-as-a-Service (On-Premise) Fees</strong></td>
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<td>Professional Services</td>
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<td>System Setup (194 hours)</td>
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<td>Less Preferred High Performing PHA Concession</td>
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<td><strong>Sub-Total (Implementation Services):</strong></td>
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<td>$</td>
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<td>$162,260</td>
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<tr>
<td><strong>Other Required Fees</strong></td>
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<tr>
<td>Third Party Software Licenses (10 scanning stations)</td>
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<td>Estimated Travel Costs</td>
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<td><strong>Sub-Total Other Required Fees:</strong></td>
<td>$40,800</td>
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<td><strong>GRAND TOTAL SaaS &amp; Implementation Fees:</strong></td>
<td>$295,006</td>
<td>$94,704</td>
<td>$97,545</td>
<td>$487,255</td>
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### Optional Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>3 Yr TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miguel Morales - Retainer (used as needed)</td>
<td>$24,800</td>
<td>$</td>
<td>$24,800</td>
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</tr>
<tr>
<td>- data extraction / validation</td>
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<tr>
<td>- report and letter creation</td>
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<tr>
<td>- project management</td>
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<tr>
<td>Optional Post Go-Live Support</td>
<td>$16,200</td>
<td>$</td>
<td>$16,200</td>
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<tr>
<td>Contingency for Custom Programming/Other Services</td>
<td>$39,000</td>
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<td>$39,000</td>
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<tr>
<td><strong>Sub-Total Optional:</strong></td>
<td>$80,000</td>
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</table>

**Important Notes**

- **Note 1:** Travel expenses to be billed at cost, as incurred, plus established per diem.
- **Note 2:** See Description for proposed hosting services, provided herein.
- **Note 3:** SaaS pricing is estimated 52 Registered users.
- **Note 4:** Class size are 8 people per class, if additional classes are needed the proposal may need to be adjusted to accommodate the class sizes.
- **Note 5:** Concessions are based on using all software and services proposed herein. A reduction to either category will reduce concessions.
- **Note 6:** Data conversion includes data as outlined in the data conversion plan. Emphasys will convert historical certification records if all required data is present. This will be determined with initial extraction and analysis of ISSI data.
## Software-as-a-Service Fees

### Elite Application Software

<table>
<thead>
<tr>
<th>Description</th>
<th># of Units</th>
<th>Per Unit Price</th>
<th>Pricing Year 1</th>
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<tbody>
<tr>
<td><strong>EMPHASYS ELITE SOFTWARE</strong></td>
<td></td>
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<tr>
<td>Housing Choice Voucher Suite</td>
<td>1843</td>
<td>$ 11.90</td>
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<td>Waiting List</td>
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<td></td>
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</tr>
<tr>
<td>Resident Processing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 8 Accounting (Check Processing, AR Portability)</td>
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<td></td>
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</tr>
<tr>
<td>Section 8 Project-Based Voucher Program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Self Sufficiency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent Reasonableness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HQS Inspections Host System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Income Public Housing Suite</td>
<td>1513</td>
<td>$ 18.00</td>
<td>$ 27,234</td>
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<tr>
<td>Waiting List</td>
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<td></td>
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</tr>
<tr>
<td>Public Housing Resident Processing &amp; Property Management</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Family Self-Sufficiency</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Public Housing Financials</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Work Orders</td>
<td></td>
<td></td>
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<tr>
<td>UPDCS - V Integration</td>
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<td>UPDCS Inspections Host System</td>
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<tr>
<td>Additional Housing Suite</td>
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<td>Tax Credits</td>
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<tr>
<td>Administration Suite</td>
<td>3436</td>
<td>$ 7.65</td>
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<tr>
<td>General Ledger / Chart of Accounts</td>
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</tr>
<tr>
<td>Accounts Payable/ Accounts Receivable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank Book</td>
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</tr>
<tr>
<td>Budgeting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Orders</td>
<td></td>
<td></td>
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<tr>
<td>Fixed Assets</td>
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<tr>
<td>Inventory</td>
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</tr>
<tr>
<td>Payroll / HR</td>
<td>(Each)</td>
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<td>$ 9,559</td>
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<td>Streamline (Resident Self-Certification Portal)</td>
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<td>On-Line Applications</td>
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<tr>
<td>Applicant Portal</td>
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<tr>
<td>Executive Portal (User-Defined Reporting Dashboard)</td>
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<tr>
<td>Partner Portal (Landlord online access)</td>
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<tr>
<td>MyTenantPayments (Scheduled for release by Q2-2020)</td>
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<td></td>
<td>$ 2,520</td>
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<tr>
<td>Mobile Technology</td>
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<td>Mobile Work Orders (per mobile device)</td>
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<tr>
<td>Mobile UPDCS Touch Inspection Software (per mobile device)</td>
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<tr>
<td>Mobile HQS Inspection Hand Held Software (per mobile device)</td>
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<td>Document Imaging - Edocs</td>
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<td><strong>Sub-Total:</strong></td>
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<td>Less Hosting Costs by Emphasis (Software to be installed on-premise)</td>
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<tr>
<td>Add Hosting Costs for Portals</td>
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<tr>
<td><strong>NET SaaS Fees Total:</strong></td>
<td></td>
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<td>$ 91,946</td>
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Page 10 of 14
Required Third Party Software
Coldfusion - Procurement Module $ 1,500
Labeling & Scanning Licenses for eDocs Document Imaging 10 $ 150.00 $ 1,500

Sub-Total (third party): $ 3,000

Optional Software License Fees
Elite Application Software
*Additional Implementation costs may apply.

Description

Multifamily / 50059
Grant Management
Address Management
Rent Reasonableness - Integration with Socialserve.com

Implementation Services

Setup Tables by Module

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<tr>
<th>Table Description</th>
<th>Responsibility</th>
<th>Hours</th>
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<tbody>
<tr>
<td>1 Operating System</td>
<td>Emphasys / Client</td>
<td>3</td>
</tr>
<tr>
<td>2 Waiting List</td>
<td>Emphasys / Client</td>
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</tr>
<tr>
<td>3 Section 2</td>
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<td>4 Core Financials</td>
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</tr>
<tr>
<td>5 Procurement</td>
<td>Emphasys / Client</td>
<td>5</td>
</tr>
<tr>
<td>6 Tax Credits</td>
<td>Emphasys / Client</td>
<td>12</td>
</tr>
<tr>
<td>7 Work Orders</td>
<td>Emphasys / Client</td>
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</tr>
<tr>
<td>8 UPCS Inspections</td>
<td>Emphasys / Client</td>
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<tr>
<td>9 HOCS Inspections</td>
<td>Emphasys / Client</td>
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</tr>
<tr>
<td>10 Fixed Assets</td>
<td>Emphasys / Client</td>
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</tr>
<tr>
<td>11 Payroll</td>
<td>Emphasys / Client</td>
<td>24</td>
</tr>
<tr>
<td>12 Inventory</td>
<td>Emphasys / Client</td>
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<td>17 Notifications</td>
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<td>Program</td>
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</tr>
<tr>
<td>1 Operating System</td>
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<td>11 Low Income Public Housing</td>
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<td>Data Verification &amp; Testing</td>
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<td>Training</td>
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<tr>
<td>2 Waiting List</td>
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<td>12 Core Financials (GL, AP, AR, BB)</td>
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<td>3 Section B</td>
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<td>4 Inventory</td>
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<td>Training</td>
<td>12</td>
<td>Training</td>
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<td>Go-Live Assistance</td>
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<td>Go-Live Assistance</td>
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<tr>
<td>5 Procurement</td>
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<td>16 Fixed Assets</td>
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<tr>
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<td>Data Verification &amp; Testing</td>
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<tr>
<td>Training</td>
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<td>Go-Live Assistance</td>
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<td>Go-Live Assistance</td>
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<tr>
<td>7 Rent Reasonableness</td>
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<td>18 Notifications</td>
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<tr>
<td>Data Verification &amp; Testing</td>
<td>4</td>
<td>Data Verification &amp; Testing</td>
</tr>
<tr>
<td>Training</td>
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<td>Training</td>
</tr>
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<td>Go-Live Assistance</td>
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<tr>
<td>8 Payroll</td>
<td></td>
<td>19 Scheduler</td>
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<td>Data Verification &amp; Testing</td>
<td>24</td>
<td>Data Verification &amp; Testing</td>
</tr>
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<td>Training</td>
<td>24</td>
<td>Training</td>
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<tr>
<td>Go-Live Assistance</td>
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<td>Go-Live Assistance</td>
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<tr>
<td>9 MyHousing</td>
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<td>Data Verification &amp; Testing</td>
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<td>Data Verification &amp; Testing</td>
</tr>
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<td>Training</td>
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<td>Go-Live Assistance</td>
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<td>Go-Live Assistance</td>
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<tr>
<td>10 Budgets and Board Reports</td>
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<td>21 eDocs</td>
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<td>Data Verification &amp; Testing</td>
<td>4</td>
<td>Data Verification &amp; Testing</td>
</tr>
<tr>
<td>Training</td>
<td>12</td>
<td>Training</td>
</tr>
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<td>Go-Live Assistance</td>
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<tr>
<td><strong>Total Training Hours</strong></td>
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<td><strong>Total Training Hours</strong></td>
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<tr>
<td><strong>Total System Setup</strong></td>
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<td><strong>Total Implementation</strong></td>
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<tr>
<td><strong>Custom Letters and Reports</strong></td>
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<td><strong>Limited to 10 per housing suite</strong></td>
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<td><strong>Project Management</strong></td>
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<td><strong>Data Conversion</strong></td>
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<td><strong>Remote Installation</strong></td>
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<tr>
<td><strong>Total Cost</strong></td>
<td>$197,280</td>
<td></td>
</tr>
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</table>
Assumptions

1. Consulting & Training Services
   - The HA may need additional consulting and/or training time to meet their specific project needs.
   - Emphasys made a good faith, best estimate of each proposed module’s Professional Services implementation and training costs.
     - Each training will be 4 days in duration. Actual training time and overall training services may vary based on the needs of the HA.
   - The proposal presented represents a one-time setup of quoted modules by Emphasys.
   - Emphasys proposed the training effort based on a class size of 8 people.
     - If the size or number of classes needed change, the proposal will need to be adjusted to accommodate the HA.
   - Travel expenses for the Professional Services personnel will be billed at cost, as incurred, based on the Federal Government’s established per diem.

2. Security
   - The HA will setup & test security after Emphasys trains on security.

3. Reports
   - The HA will perform reports cross-referencing from their current system and will assume responsibility of creating any new reports that may be necessary.
     - Emphasys will provide the HA with a model Elite cross-reference report to assist in the report cross-referencing review.

4. Setup
   - All user defined fields are the responsibility of the HA to populate with setup/user data.
   - Emphasys will assist in one workstation setup and provide the HA with configurations, it will be the responsibility of the HA to configure all remaining workstations.
   - Emphasys will advise on the remaining workstation and printer setups.

5. Data Conversion
   - If Data Conversion is proposed Emphasys expects the HA to assist in extracting and providing the data in an ASCII format.
     - Emphasys will provide file definitions for the data to be extracted.
     - Emphasys will provide data conversion reports and train HA team members on how to use them for data verification and validation.
     - Conversion of historical data (i.e., no longer effective certifications, closed accounts, historical transactions) is not included in this proposal.

6. Hardware
   - Emphasys will load the Elite product on a single application server and a separate database server.
   - HA is responsible for any hardware necessary to properly run the Elite software on a WAN Environment
   - Emphasys has assumed that there will be remote users accessing the Emphasys housing related software. Emphasys has made the following further assumptions:
     - HA has the network infrastructure in place needed to support the application software and separate database servers, including cabling, hubs, switches, and routers.
     - Cabling specifications are Category 5 UTP and fully Ethernet compatible.
     - Remote sites have existing communication lines in place (T1, ISDN, Dialup, VPN, etc.)
   - Remote access servers are configured to use Emphasys proprietary software only and will meet minimum hardware specifications.

8. Support
   - DBA services are not included as part of the maintenance agreement. Additional support services are available.

9. Installation
   - Installation by Emphasys will include setup of software on one server and a single database environment.
     - Installation will include configuration of one PC client in order to train the HA on how to setup all remaining PC clients.

10. Travel
    - Travel expenses to be billed at cost, as incurred, plus established per diem.

11. Pricing
    - All pricing is based on basic set-ups prior to pre-implementation assessment completion.
      - Any findings as a result of the completion of said assessments may affect pricing contained here-in.

12. Additional needed Software
    - Executive Portal is consumer off-the-shelf product with standard HCV, LIPH and Financial reports, any customization will be quoted at our regular hourly rate.
Conversion and Implementation Notes

1. Data Conversion

When an Authority has data they don't trust
It is typically Emphasys' recommendation that if the Authority does not trust accuracy of your current data, we should schedule an assessment to determine level of effort and cost/benefit related to automated conversion vs. manual data entry.

Example: Basic tenant, unit data that will be acceptable for 50058 submissions.

Preparation for Data Conversion
Typical issues through implementation conversion are as follows:
- Applicant Waiting List dates not present
- Applicant missing valid ZIP codes
- Applicants missing Addresses
- LIPH Applicants missing bedroom sizes
- Duplicate Landlord / Owners Tax IDs
- Missing Social Security Numbers - HH/Family Members
- Missing Tax ID numbers - HH/Family Members
- Missing Race/ Ethnicity - HH/Family Members
- Tenants Missing VPS
- Family Members Citizenship Codes
- Family Members Missing Valid Date of Birth
- Issuance of Voucher records not Found

Converting History
only. A complete analysis of the current data must be done in order to determine if converting history is feasible. Additional cost will be added to the proposal if converting history.

2. Hand Held / Mobile Technology & Installation
If Hand Held / Mobile Tech software is purchased from Emphasys, we will provide installation assistance on the first five devices. The Authority IT staff will then be equipped to install the remaining devices. Minimum hardware and operating system specifications must be

3. Implementation Assistance from the Authority
Emphasys anticipates that the Authority will provide (a) one part-time, functional team member per application or respective functional area and (b) subject matter specialists who will be available on an ad hoc basis to advise and assist the Project Team. These resources should have sufficient knowledge, skills and abilities to perform the identified roles. A critical role to be filled by the Authority is that of Authority Project Manager Counterpart. This person must be authorized to make key decisions on behalf of the Authority and to sign-off on deliverables to the Authority. Contract management and budgeting skills are also preferred. In addition, this person will be responsible for:
- Serving as the primary contact for both the Authority and Emphasys
- Monitoring project progress
- Maintaining the project schedule
- Assisting in the development of work plans
- Tracking change and product/service orders
- Answering billing inquiries
- Resolving contract issues
HUNTSVILLE HOUSING AUTHORITY

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER INTO A CONTRACT WITH EMPHASYS FOR THE PURCHASE AND INSTALLATION OF A COMPREHENSIVE SOFTWARE SYSTEM

RESOLUTION NO. 2019-32

WHEREAS, the Huntsville Housing Authority (HHA), seeks to purchase and implement a new comprehensive software system as our current provider is no longer providing service; and

WHEREAS, Phoenix Housing Authority has entered into a contract with Emphasys Software for the same services and we would like to “piggy-back” on their contract; and

WHEREAS, HHA has justification to “piggy-back” on HA’s procurement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of Huntsville Housing Authority authorizes the Executive Director/CEO/ Contracting Officer to enter into a contract with Emphasys Software for purchase, installation, and maintenance package for three years in an amount not to exceed $568,000.

ADOPTED THIS 19th DAY OF AUGUST, 2019

Seal

Attest:

Sandra Eddlemon, Executive Director

Delvin L. Sullivan, Chairman
### Huntsville Housing Authority

#### Revenue and Expense Statement

**For the Period Ended June 30, 2019**

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>Actual</th>
<th>Budget</th>
<th>Budget Variance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Rental Revenue</td>
<td>667,690</td>
<td>2,424,850</td>
<td>(1,757,160)</td>
<td>27.54%</td>
</tr>
<tr>
<td>Operating Subsidy</td>
<td>2,118,682</td>
<td>7,087,485</td>
<td>(4,968,803)</td>
<td>29.89%</td>
</tr>
<tr>
<td>HUD PHA Operating Grant-CFP</td>
<td>18,417</td>
<td>838,209</td>
<td>(819,792)</td>
<td>2.20%</td>
</tr>
<tr>
<td>Other Tenant Charges</td>
<td>21,075</td>
<td>105,157</td>
<td>(84,082)</td>
<td>20.04%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>15,894</td>
<td>56,854</td>
<td>(40,960)</td>
<td>27.96%</td>
</tr>
<tr>
<td>Section 8 Rental Income</td>
<td>3,000</td>
<td>12,000</td>
<td>(9,000)</td>
<td>25.00%</td>
</tr>
<tr>
<td>Management Fees - Public Housing</td>
<td>266,729</td>
<td>1,072,184</td>
<td>(805,455)</td>
<td>24.88%</td>
</tr>
<tr>
<td>Bookkeeping Fees - PH &amp; HCV</td>
<td>73,515</td>
<td>284,280</td>
<td>(210,765)</td>
<td>25.66%</td>
</tr>
<tr>
<td>Asset Management Fees - Public Housing</td>
<td>50,370</td>
<td>201,480</td>
<td>(151,110)</td>
<td>25.00%</td>
</tr>
<tr>
<td>Service Fee Revenue</td>
<td>87,628</td>
<td>367,511</td>
<td>(279,883)</td>
<td>23.84%</td>
</tr>
<tr>
<td>Management Fees - Capital Fund</td>
<td>108,696</td>
<td>268,457</td>
<td>(159,761)</td>
<td>40.49%</td>
</tr>
<tr>
<td>Management Fees - Section 8</td>
<td>59,280</td>
<td>220,320</td>
<td>(161,040)</td>
<td>26.91%</td>
</tr>
<tr>
<td>Management Fees- 360 Properties</td>
<td>12,837</td>
<td>52,666</td>
<td>(39,829)</td>
<td>24.37%</td>
</tr>
<tr>
<td>Other Income</td>
<td>62,995</td>
<td>196,265</td>
<td>(133,270)</td>
<td>32.10%</td>
</tr>
<tr>
<td>Gain On Disposition of Fixed Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Inter-AMP Transfer In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>3,566,808</td>
<td>13,187,718</td>
<td>(9,620,910)</td>
<td>27.05%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Salaries</td>
<td>483,579</td>
<td>2,240,011</td>
<td>(1,756,432)</td>
<td>21.59%</td>
</tr>
<tr>
<td>Compensated Absences</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>211,910</td>
<td>942,930</td>
<td>(731,020)</td>
<td>22.47%</td>
</tr>
<tr>
<td>Audit Fees</td>
<td>-</td>
<td>31,876</td>
<td>(31,876)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Management Fees</td>
<td>266,729</td>
<td>1,072,184</td>
<td>(805,455)</td>
<td>24.88%</td>
</tr>
<tr>
<td>Bookkeeping Fees</td>
<td>36,465</td>
<td>146,581</td>
<td>(110,116)</td>
<td>24.88%</td>
</tr>
<tr>
<td>Advertising and Marketing</td>
<td>2,504</td>
<td>15,542</td>
<td>(13,038)</td>
<td>16.11%</td>
</tr>
<tr>
<td>Office Expense</td>
<td>72,175</td>
<td>438,657</td>
<td>(366,482)</td>
<td>16.45%</td>
</tr>
<tr>
<td>Legal</td>
<td>33,725</td>
<td>113,768</td>
<td>(80,043)</td>
<td>29.64%</td>
</tr>
<tr>
<td>Training and Travel</td>
<td>19,596</td>
<td>65,500</td>
<td>(45,904)</td>
<td>29.92%</td>
</tr>
<tr>
<td>Other Administrative Costs</td>
<td>35,608</td>
<td>127,176</td>
<td>(91,568)</td>
<td>28.00%</td>
</tr>
<tr>
<td><strong>Total Administration</strong></td>
<td>1,162,291</td>
<td>5,194,225</td>
<td>(4,031,934)</td>
<td>22.38%</td>
</tr>
</tbody>
</table>

#### Asset Management Fee

| Asset Management Fee         | 50,370 | 201,480 | (151,110) | 25.00% |
**Huntsville Housing Authority**  
**Revenue and Expense Statement**  
**For the Period Ended June 30, 2019**

<table>
<thead>
<tr>
<th>Tenant Services</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
<th>Targeted Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Services - salaries</td>
<td>19,503</td>
<td>157,595</td>
<td>(138,092)</td>
<td>12.38%</td>
<td>25.00%</td>
</tr>
<tr>
<td>Employee Benefits - Tenant Services</td>
<td>11,027</td>
<td>88,833</td>
<td>(77,806)</td>
<td>12.41%</td>
<td>(3)</td>
</tr>
<tr>
<td>Tenant Services - Other</td>
<td>1,725</td>
<td>56,723</td>
<td>(54,998)</td>
<td>3.04%</td>
<td>(4)</td>
</tr>
<tr>
<td><strong>Total Tenant Services</strong></td>
<td>32,255</td>
<td>303,151</td>
<td>(270,896)</td>
<td>10.64%</td>
<td></td>
</tr>
</tbody>
</table>

**Utilities:**

<table>
<thead>
<tr>
<th>Utilities</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
<th>Targeted Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Utilities</td>
<td>29,324</td>
<td>98,914</td>
<td>(69,590)</td>
<td>29.65%</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>74,662</td>
<td>429,472</td>
<td>(354,810)</td>
<td>17.38%</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>73,352</td>
<td>394,507</td>
<td>(321,155)</td>
<td>18.59%</td>
<td></td>
</tr>
<tr>
<td>Gas</td>
<td>6,541</td>
<td>42,025</td>
<td>(35,484)</td>
<td>15.56%</td>
<td></td>
</tr>
<tr>
<td>Sewage</td>
<td>119,448</td>
<td>651,882</td>
<td>(532,434)</td>
<td>18.32%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities</strong></td>
<td>303,327</td>
<td>1,616,800</td>
<td>(1,313,473)</td>
<td>18.76%</td>
<td></td>
</tr>
</tbody>
</table>

**Maintenance:**

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
<th>Targeted Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>347,670</td>
<td>1,356,612</td>
<td>(1,008,942)</td>
<td>25.63%</td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>143,385</td>
<td>697,965</td>
<td>(554,580)</td>
<td>20.54%</td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td>272,224</td>
<td>1,121,746</td>
<td>(849,522)</td>
<td>24.27%</td>
<td></td>
</tr>
<tr>
<td>Contract Costs</td>
<td>273,854</td>
<td>1,089,181</td>
<td>(815,327)</td>
<td>25.14%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Maintenance</strong></td>
<td>1,037,133</td>
<td>4,265,504</td>
<td>(3,228,371)</td>
<td>24.31%</td>
<td></td>
</tr>
</tbody>
</table>

**Protective Services:**

<table>
<thead>
<tr>
<th>Protective Services</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
<th>Targeted Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protective Services Contract Costs</td>
<td>48,659</td>
<td>227,198</td>
<td>(178,539)</td>
<td>21.42%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Protective Services</strong></td>
<td>48,659</td>
<td>227,198</td>
<td>(178,539)</td>
<td>21.42%</td>
<td></td>
</tr>
</tbody>
</table>

**General Expenses:**

<table>
<thead>
<tr>
<th>General Expenses</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
<th>Targeted Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>251,313</td>
<td>1,000,655</td>
<td>(749,342)</td>
<td>25.11%</td>
<td></td>
</tr>
<tr>
<td>Other General Expenses</td>
<td>111,914</td>
<td>268,532</td>
<td>(156,618)</td>
<td>41.68%</td>
<td>(5)</td>
</tr>
<tr>
<td>Payment In Lieu Of Taxes</td>
<td>-</td>
<td>53,817</td>
<td>(53,817)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total General Expenses</strong></td>
<td>363,227</td>
<td>1,323,004</td>
<td>(959,777)</td>
<td>27.45%</td>
<td></td>
</tr>
</tbody>
</table>
# Huntsville Housing Authority

## Revenue and Expense Statement

**For the Period Ended June 30, 2019**

<table>
<thead>
<tr>
<th>Other</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
<th>Targeted Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection Loss (Bad Debt Expense)</td>
<td>13,218</td>
<td>230,313</td>
<td>(217,095)</td>
<td>5.74%</td>
<td>25.00%</td>
</tr>
<tr>
<td>Extraordinary Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Extraordinary Items</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Casualty Losses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Interest Mort or Bonds Payable</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Amortization of Bond Issue Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>COCC Transfer to Section 8</td>
<td>25,000</td>
<td>100,000</td>
<td>(75,000)</td>
<td>25.00%</td>
<td></td>
</tr>
<tr>
<td>Inter AMP Transfer Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Loss Disposition of Fixed Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other</strong></td>
<td>38,218</td>
<td>330,313</td>
<td>(292,095)</td>
<td>11.57%</td>
<td></td>
</tr>
</tbody>
</table>

**Total Expenses**

| 3,035,480 | 13,461,675 | (10,426,195) | 22.55% |

**Net Income/Loss**

| 531,328 | (273,957) | 805,285 | -193.95% |

**Capital Assets Addition**

| 22,644 | 104,472 | (81,828) | 21.67% |

**Increase/Decrease in Unrestricted Net Position**

| 508,684 | (378,429) | 887,113 | -134.42% |
Explanations of Variances of 10% or Greater for June 30, 2019

(1) HUD PHA Operating Grant – CFP – The balance of the Capital Fund 1406 Operations funds of $73,668.00 was drawn in April 2019. The remaining balance of CFP 1406 funds will be drawn as needed.

(2) Management Fees – Capital Fund – FY 2020 budgeted Management Fee was $268,457. The actual amount allowed for the 2018 Capital Fund is $437,786, which had to be drawn April 2019 to show the funds obligated by the obligation due date. This revenue is prorated over twelve months. This will be correct in the future budget revision.

(3) Tenant Services Salaries and Benefits – The FY 2020 budget includes one quarter of FSS salaries and benefits that are not covered by the CY 2018 ROSS FSS grant. This will not show up in actual salaries until October – December.

(4) Tenant Services Other – Duly Elected Resident Councils will be funded as audits are completed to verify allowable expenses that have been incurred by the councils.

(5) Other General Expenses – The Penrose Tax Credit Application Fee of $41,261 for the second phase of Stoneridge Villas was paid in May 2019.

(6) Collection Loss – The 1st Quarter FY 2020 Board Approved Charges off of $27,075 are offset by MIS Collections and payments by former residents of $13,857.
### Huntsville Housing Authority
### Project Based Revenue & Expense Summary
### For the Period Ended June 30, 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>001</th>
<th>002</th>
<th>003</th>
<th>004</th>
<th>006</th>
<th>008</th>
<th>010</th>
<th>011</th>
<th>014</th>
<th>016</th>
<th>019</th>
<th>051</th>
<th>052</th>
<th>060</th>
<th>061</th>
<th>062</th>
<th>999</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenses</td>
<td>40,815</td>
<td>224,052</td>
<td>186,325</td>
<td>188,147</td>
<td>592,227</td>
<td>184,638</td>
<td>148,189</td>
<td>126,046</td>
<td>134,683</td>
<td>112,001</td>
<td>81,566</td>
<td>109,375</td>
<td>320,002</td>
<td>46,565</td>
<td>12,114</td>
<td>13,975</td>
<td>813,660</td>
<td>3,035,480</td>
</tr>
<tr>
<td>Net Income/(Loss)</td>
<td>(8,674)</td>
<td>3,238</td>
<td>127,976</td>
<td>91,534</td>
<td>75,054</td>
<td>(19,411)</td>
<td>(19,282)</td>
<td>24,024</td>
<td>61,556</td>
<td>24,921</td>
<td>(5,597)</td>
<td>(1,098)</td>
<td>96,918</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>52,768</td>
<td>512,910</td>
</tr>
<tr>
<td>Equipment Purchases</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22,644</td>
</tr>
<tr>
<td>Capital Fund 1406 Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase/(Decrease) in Net Position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Capital Fund 1406</td>
<td>(8,674)</td>
<td>3,238</td>
<td>127,976</td>
<td>91,534</td>
<td>75,054</td>
<td>(1,202)</td>
<td>(19,282)</td>
<td>33,233</td>
<td>61,556</td>
<td>24,921</td>
<td>(5,597)</td>
<td>(1,098)</td>
<td>96,918</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budgeted: Increase/(Decrease) in Net Position</td>
<td>129,316</td>
<td>(118,265)</td>
<td>187,840</td>
<td>(26,036)</td>
<td>48,817</td>
<td>(89,774)</td>
<td>(46,739)</td>
<td>(40,668)</td>
<td>20,593</td>
<td>(6,758)</td>
<td>(38,382)</td>
<td>(58,693)</td>
<td>57,668</td>
<td>(2,758)</td>
<td>-</td>
<td>-</td>
<td>(372,008)</td>
<td>(378,429)</td>
</tr>
<tr>
<td>Variance</td>
<td>(136,099)</td>
<td>121,503</td>
<td>(35,861)</td>
<td>118,470</td>
<td>26,237</td>
<td>86,572</td>
<td>27,457</td>
<td>73,921</td>
<td>40,963</td>
<td>31,659</td>
<td>32,785</td>
<td>67,695</td>
<td>39,250</td>
<td>2,758</td>
<td>-</td>
<td>-</td>
<td>402,703</td>
<td>887,113</td>
</tr>
</tbody>
</table>
# Huntsville Housing Authority
## Housing Choice Voucher Program
### Administrative Budget
#### for the Period Ending June 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Budget Variance</th>
<th>Target Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port Admin Income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Admin Interest</td>
<td>125</td>
<td>1,200</td>
<td>1,075</td>
<td>10% (1)</td>
</tr>
<tr>
<td>Debt Recovery</td>
<td>2,802</td>
<td>13,750</td>
<td>10,948</td>
<td>20%</td>
</tr>
<tr>
<td>Admin Fee Revenue</td>
<td>249,585</td>
<td>915,699</td>
<td>666,114</td>
<td>27%</td>
</tr>
<tr>
<td>Gain/Loss Sale of Vehicle</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Admin Revenue</strong></td>
<td><strong>252,512</strong></td>
<td><strong>930,649</strong></td>
<td><strong>678,137</strong></td>
<td><strong>27%</strong></td>
</tr>
</tbody>
</table>

|                |        |        |                 |                   |
| **EXPENSES**   |        |        |                 |                   |
| Admin Salaries | 85,011 | 387,962| (302,951)       | 22%               |
| FSS Coordinators Salaries | - | 16,186 | (16,186) | 0% (2) |
| Emp Benefits - Admin | 42,469 | 170,000| (127,531) | 25% |
| FSS Coordinators Benefits | - | 4,666 | (4,666) | 0% (2) |
| Temporary Labor | -     | -     | -               | -                 |
| Audit Fees     | -     | 6,930 | (6,930)         | 0% (3)            |
| Management Fees| 59,280 | 234,420| (175,140)       | 25%               |
| Bookkeeping Fees| 37,050 | 146,513| (109,463)       | 25%               |
| Advertising & Marketing | 352 | 975 | (623) | 36% (4) |
| Office Expense/Contract Costs | 29,298 | 154,081| (124,783) | 19% |
| Legal Expense  | 10,103 | -     | 10,103          | -                 |
| Training       | 2,691 | 11,390| (8,699)         | 24%               |
| Sundry - Other | 100    | 804   | (704)           | 12% (5)           |
| Tenant Services| 3,620 | 13,523| (9,903)         | 27%               |
| Maintenance Materials & Gasoline | 631 | 195 | 436 | 324% (6) |
| Insurance Expense | 8,025 | 23,667| (15,642) | 34% |
| Portability Expense | 1,570 | 6,032| (4,462) | 26% |
| Compensated Absences | - | - | - | - |
| **Total Admin Expenses** | **260,200** | **1,177,344** | **(917,144)** | **24%** |

### Operating Income (Loss)

<p>| | | | | |</p>
<table>
<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Income (Loss)</strong></td>
<td><strong>(27,688)</strong></td>
<td><strong>(246,695)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Operating Transfer from COCC

<p>| | | | | |</p>
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<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Transfer from COCC</td>
<td>25,000</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Income (Loss) after Transfer

<p>| | | | | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Income (Loss) after Transfer</td>
<td><strong>(2,688)</strong></td>
<td><strong>(146,695)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Admin Fee Reserves

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Reserves</td>
<td>32,854.28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUD Admin Rec Income(Loss) for the year</td>
<td>(2,687.70)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Admin Reserves</strong></td>
<td><strong>30,166.58</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### HAP Reserves (including VASH)

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Reserves</td>
<td>126,534.94</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUD HAP Rec HAP Revenues</td>
<td>2,473,899.16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAP Expenses</td>
<td>(2,556,867.12)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Year Increase (Decrease)</td>
<td>(84,967.96)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current HAP Reserves</strong></td>
<td><strong>41,566.98</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HCV Explanations of Variances of 10% or Greater for the period ending June 30, 2019

(1) Admin Interest - Interest is allocated based on monthly ending cash balances. It is less than budgeted.

(2) FSS Coordinators Salaries/Benefits – FSS Grant Funding is not yet exhausted, expecting to incur near the end of the year.

(3) Audit Fees – Invoiced and paid for services in July 2019.

(4) Advertising/Marketing – Advertised for Collection Loss Services and for vacant positions.

(5) Sundry Other – This item is sporadic throughout the year.

(6) Maintenance Materials and Gasoline – These repairs were not included in the budget.
<table>
<thead>
<tr>
<th>#</th>
<th>Indicator</th>
<th>04/19</th>
<th>05/19</th>
<th>06/19</th>
<th>07/19</th>
<th>08/19</th>
<th>09/19</th>
<th>10/19</th>
<th>11/19</th>
<th>12/19</th>
<th>01/20</th>
<th>02/20</th>
<th>03/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual Operating Expenses are less than or equal to income</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Occupancy Rate (goal = 97%)</td>
<td>96%</td>
<td>97%</td>
<td>96%</td>
<td>97%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cash Receipts collected for rent as a percentage of rent charged.</td>
<td>93.25%</td>
<td>92.42%</td>
<td>92.99%</td>
<td>97.22%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Total expenses have not been exceeded by 10% for fiscal year ending March 31, 2020</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>100% of our HCV housing units met Housing Quality Standards (HQS)</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>There are no outstanding HUD, Independent Audits and/or IGA Findings outstanding.</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The average number of vacancy days per turnaround is less than 20 days.</td>
<td>yes</td>
<td>yes</td>
<td>no</td>
<td>no</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Snapshot of Maintenance Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Percentage of emergency work orders completed / abated within 24 hours</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Average number of days to complete routine work orders</td>
<td>15</td>
<td>16</td>
<td>19</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>Backlog of Maintenance work orders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>a</td>
<td>Total Reported No.</td>
<td>920</td>
<td>993</td>
<td>897</td>
<td>997</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Backlog No.</td>
<td>219</td>
<td>445</td>
<td>469</td>
<td>406</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Percentage of HHA-generated work orders</td>
<td>26%</td>
<td>25%</td>
<td>21%</td>
<td>27%</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Percentage of tenant-generated work orders</td>
<td>74%</td>
<td>75%</td>
<td>79%</td>
<td>73%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Report of Evictions</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>14 day notices</td>
<td>275</td>
<td>263</td>
<td>302</td>
<td>293</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Sheriff's notices</td>
<td>4</td>
<td>5</td>
<td>11</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Actual evictions</td>
<td>4</td>
<td>5</td>
<td>11</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Indicator</td>
<td>04/19</td>
<td>05/19</td>
<td>06/19</td>
<td>07/19</td>
<td>08/19</td>
<td>09/19</td>
<td>10/19</td>
<td>11/19</td>
<td>12/19</td>
<td>01/20</td>
<td>02/20</td>
<td>03/20</td>
</tr>
<tr>
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<td>-------</td>
</tr>
<tr>
<td>11</td>
<td>Number of applications taken for Public Housing</td>
<td>71</td>
<td>81</td>
<td>74</td>
<td>93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Number of move-ins</td>
<td>41</td>
<td>47</td>
<td>32</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Number of Move-outs</td>
<td>35</td>
<td>40</td>
<td>38</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Total waiting list of prospective tenants</td>
<td>256</td>
<td>255</td>
<td>191</td>
<td>251</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Number of Public Housing FSS Participants</td>
<td>132</td>
<td>129</td>
<td>123</td>
<td>120</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Number of HCV FSS Participants</td>
<td>93</td>
<td>89</td>
<td>89</td>
<td>95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Estimated monthly charge-offs</td>
<td>13,952</td>
<td>13,387</td>
<td>17,267</td>
<td>11,946</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Number of new hires</td>
<td>0</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Number of Terminations</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Number of Retirees</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

In compliance with the following policies and/or agreements:

Personnel Policy; Procurement Policy; Investment Policy; Admissions and Continued Occupancy Policy; Dwelling Lease; Section 8 Administrative Plan; Bylaws; HHA Mission Statement; ACC; Cooperation Agreement with City and Commissioner Notes.

I certify that based upon personal knowledge and assurances from my staff, every effort has been made to confirm that the entries are true and correct, and to the best of my knowledge, the Authority is following the enumerated policies.

**Financial (1, 3, 4, 6, 15, 16, & 18)**  
**Housing Operations (2, 5, 7, 8, 9, 10, 11, 12, 13, & 14)**  
**Executive (18, 19, & 20)**

![Signature]

Teresa Wade-Chase  
Director of Finance/CFO

![Signature]

Danielle Thomas  
Director of Housing Operations

![Signature]

Sandra Eddlemon  
Executive Director/CEO
<table>
<thead>
<tr>
<th>Income Level</th>
<th>0.5-1.0X</th>
<th>1.0-1.5X</th>
<th>1.5-2.0X</th>
<th>2.0+</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average</td>
<td>$40,000</td>
<td>$50,000</td>
<td>$60,000</td>
<td>$70,000</td>
<td>$55,000</td>
</tr>
<tr>
<td>Median</td>
<td>$33,000</td>
<td>$45,000</td>
<td>$55,000</td>
<td>$65,000</td>
<td>$49,000</td>
</tr>
<tr>
<td>Mode</td>
<td>$25,000</td>
<td>$35,000</td>
<td>$45,000</td>
<td>$55,000</td>
<td>$35,000</td>
</tr>
</tbody>
</table>

**Note:** The table above shows the income levels categorized into four groups: 0.5-1.0X, 1.0-1.5X, 1.5-2.0X, and 2.0X or above, with their respective average, median, and mode values.
HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners’ Meeting
Agenda Item
Control Document

Date: August 12, 2019

HHA Staff Representative: Quisha Riche, Director of Real Estate Development

Department: Real Estate Development

Board of Commissioners’ Meeting (Date): August 19, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):

1. Act on a Resolution to Ratify Previous Authorization to Enter Into a Contract with H&N Construction for the Installation of Doors at Searcy Homes.

Date/Time/Place of Board of Commissioners’ Subcommittee Meeting: Tuesday, August 13, 2019, at 4:30 p.m. at the Central Office Boardroom.

Approved by: Danielle Thomas 8/15/19
Sandra Eddlemon Date
Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Commissioner Lee A. Horton  Date: 08/13/2019

HHA Board Committee Member: Commissioner Delmonize Smith, Ph.D. Date: 08/13/2019

HHA Staff Member: Quisha Riche  Date 8/15/19
HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

ACT ON RESOLUTION RATIFYING PREVIOUS AUTHORIZATION
FOR THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO
ENTER INTO A CONTRACT WITH H&N CONSTRUCTION FOR THE
INSTALLATION OF NEW INTERIOR AND EXTERIOR DOORS
AT SEARCY HOMES

August 19, 2019

INTRODUCTION

The Huntsville Housing Authority (HHA) sought quotes for the replacement of interior and exterior doors at Searcy Homes as they have deteriorated past their useful life.

PURPOSE/OBJECTIVE

To improve the overall security, safety and function of the residential buildings at Searcy Homes.

JUSTIFICATION/DESCRIPTION

An Invitation for Bids was issued requesting bids from qualified contractors to replace the interior and exterior doors at Searcy Homes. Three bids were received. H&N Construction was deemed to be the responsive and responsible low bidder.

The quotes to perform this work are listed below:

<table>
<thead>
<tr>
<th>QUOTE SUBMITTED BY</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Booth Contractors</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>H&amp;N Construction</td>
<td>$242,431.00</td>
</tr>
<tr>
<td>J. A. Fleming Construction</td>
<td>$269,000.00</td>
</tr>
</tbody>
</table>

ECONOMIC IMPACT

The total cost will not exceed $250,000.00 and it will be paid from our Capital Fund.

ATTACHMENTS

None.

RECOMMENDATION
The Executive Director/CEO/Contracting Officer recommends ratification of previous Board approval to enter into a contract with H&N Construction for the replacement of interior and exterior doors at Searcy Homes.

Sandra Eddlemon  
Executive Director/CEO

Quisha Riche  
Director of Real Estate Development

Date  
8-15-19

Date  
8/15/19

ACTION TAKEN: ________________________________________________
HUNTSVILLE HOUSING AUTHORITY

RESOLUTION RATIFYING PREVIOUS AUTHORIZATION
FOR EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER
INTO A CONTRACT WITH H&N CONSTRUCTION FOR THE INSTALLATION OF
NEW INTERIOR AND EXTERIOR DOORS AT SEARCY HOMES

RESOLUTION NO. 2019-33

WHEREAS, to ensure the overall safety, security and function of the buildings at Searcy Homes; and

WHEREAS, three quotes were received for replacement of interior and exterior doors at Searcy Homes; and

WHEREAS, H&N Construction submitted was deemed to be the responsive and responsible low bidder and was selected as the contractor to perform the work in an amount not to exceed $250,000; and

WHEREAS, a previous poll of the Board of Commissioners was conducted; and

WHEREAS, the Board authorized the Executive Director/CEO/Contracting Officer to enter into a contract with H&N Construction for the replacement of interior and exterior doors at Searcy Homes.

NOW, THEREFORE, BE IT RATIFIED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer was authorized to enter into a contract for the replacement of interior and exterior doors and Searcy Homes with H&N Construction in an amount not to exceed $250,000.00 to be paid from Capital Funds.

ADOPTED THIS 19th DAY OF AUGUST, 2019

Delvin Sullivan, Chairman

SEAL

Attest:

Sandra Edleemon, Secretary
HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners’ Meeting
Agenda Item
Control Document

Date: August 12, 2019

HHA Staff Representative: Danielle Thomas, Director of Housing Operations

Department: Housing Operations

Board of Commissioners’ Meeting (Date): August 19, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):

1. Act on a Resolution to Ratify Previous Authorization to Enter Into a Contract for Resident Moving Services at Sparkman Homes.

2. Act on a Resolution Approving the Executive Director/CEO/Contracting Officer to Enter into Contract to Heating, Ventilation, and Air Conditioning (HVAC) Services for Public Housing.

Date/Time/Place of Board of Commissioners’ Subcommittee Meeting: Tuesday, August 13, 2019, at 4:30 p.m.

Approved by: Sandra Eddlemon
Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairman Delvin L. Sullivan  Date: 08/13/2019

HHA Board Committee Member: Vice-Chairman Leon D. Fountain  Date: 08/13/2019

HHA Staff Member: Danielle Thomas  Date: 8/15/19
HUNTSVILLE HOUSING AUTHORITY
REQUEST FOR BOARD ACTION

Resolution to Ratify Entering into Contract to Provide Resident Moving Services for Sparkman Homes

August 19, 2019

INTRODUCTION

In July 2019, Huntsville Housing Authority (HHA) received approval from the U. S. Department of Housing and Urban Development to demolish Sparkman Homes. The pending demolition will require the relocation of all 165 households living at the property. As part of the relocation effort, HHA is required to provide moving services of eligible residents from Sparkman Homes to their next housing location.

PURPOSE/OBJECTIVE

The objective was to ensure the prompt and expedient relocation of Sparkman Homes residents. The board was polled on this matter and the vote was unanimous to enter into the contract with Applewhite Movers, LLC. and Armstrong Relocation. The purpose of the resolution is to ratify the previous vote.

JUSTIFICATION/DESCRIPTION

Bids were solicited from multiple moving companies. Applewhite Movers, LLC. and Armstrong Relocation were the only firms that submitted responses in a timely manner that would allow the prompt and expedient relocation of Sparkman Homes residents.

<table>
<thead>
<tr>
<th>BID SUBMITTED BY</th>
<th>PER UNIT COST (Contractor Packing)</th>
<th>PACKING MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applewhite Movers, LLC.</td>
<td>1-Bedroom Apartments $550.00</td>
<td>Dish Pack $5.97 Wardrobe carton $6.95</td>
</tr>
<tr>
<td></td>
<td>2-Bedroom Apartments $700.00</td>
<td>1.5 cartons $2.88 Mirror carton $8.09</td>
</tr>
<tr>
<td></td>
<td>3-Bedroom Apartments $840.00</td>
<td>3. cartons $3.58 Wrapping tape $2.13</td>
</tr>
<tr>
<td></td>
<td>4-Bedroom Apartments $925.00</td>
<td>4.5 cartons $4.19 Wrapping paper $5.25</td>
</tr>
<tr>
<td></td>
<td>5-Bedroom Apartments $1100.00</td>
<td>6+ cartons $5.82 Paper Pads $5.60</td>
</tr>
</tbody>
</table>

| Armstrong Relocation*    | 1-Bedroom Apartments $2000.00     | Dish Pack $20.00 Wardrobe carton $16.00 |
|                          | 2-Bedroom Apartments $2000.00     | 1.5 cartons $6.00 Mirror carton $16.00 |
|                          | 3-Bedroom Apartments $2000.00     | 3. cartons $7.00 Wrapping tape $3.00   |
|                          | 4-Bedroom Apartments $2000.00     | 4.5 cartons $8.00 Wrapping paper $30.00|
|                          | 5-Bedroom Apartments $2000.00     | 6+ cartons $9.00 Paper Pads $4.00      |

ECONOMIC IMPACT

The cost budgeted for all relocation assistance, including resident moving services, is $379,800.00. This will be paid for out of Capital Fund. The specific cost of moving services cannot be determined at this time.
ATTACHMENTS
None.

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends ratifying entering into contract with both Applewhite Movers, LLC. and Armstrong Relocation to provide resident moving services for Sparkman Homes for an amount not to exceed $379,800.00.

Sandra Eddlemon
Executive Director/CEO
8/15/19

Danielle Thomas
Director of Public Housing Operations
8/15/19

ACTION TAKEN:
Huntsville Housing Authority

RESOLUTION TO RATIFY ENTERING INTO CONTRACT TO PROVIDE RESIDENT MOVING SERVICES FOR SPARKMAN HOMES

RESOLUTION NO. 2019-34

WHEREAS, Huntsville Housing Authority issued an invitation for bids from qualified firms and individuals to provide resident moving services for Sparkman Homes; and,

WHEREAS, Applewhite Movers, LLC. and Armstrong Relocation were the only firms that submitted responses in a timely manner to ensure the prompt and expedient relocation of Sparkman Homes residents; and,

WHEREAS, the board was polled concerning this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Huntsville Housing Authority hereby ratifies entering into contract with Applewhite Movers, LLC. and Armstrong Relocation for resident moving services for Sparkman Homes for an amount not to exceed $379,800.

ADOPTED THIS 19th DAY OF AUGUST 2019

Delvin Sullivan, Chairman

SEAL

Attest:

Sandra Eddlemon, Secretary
HUNTSVILLE HOUSING AUTHORITY
REQUEST FOR BOARD ACTION

Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into Contract for Heating, Ventilation and Air Conditioning (HVAC) Repair Services for Public Housing

August 19, 2019

INTRODUCTION

The Huntsville Housing Authority (HHA) issued a Quotation for Small Purchases (QSP) and requested proposals from qualified, licensed, and insured entities to provide heating, ventilation and air conditioning (HVAC) services for public housing units.

PURPOSE/OBJECTIVE

The objective is to maintain the health, well-being and comfort of public housing residents through the timely repair of HVAC systems throughout public housing properties.

JUSTIFICATION/DESCRIPTION

Quotes were solicited from multiple HVAC companies. HHA received responses from three firms as listed below:

<table>
<thead>
<tr>
<th>QUOTE SUBMITTED BY</th>
<th>Service Call Hourly Rate</th>
<th>HVAC Tech Hourly Rate</th>
<th>Laborer Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Integrity HVAC Service</td>
<td>$65.00</td>
<td>$95.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>2. Conditioned Air Solutions</td>
<td>$79.00</td>
<td>$79.00</td>
<td>$69.00</td>
</tr>
<tr>
<td>3. Thomas HVAC</td>
<td>$80.00</td>
<td>$150.00</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

The above listed companies will form a pool of vendors for HHA to enter into contract with, as detailed within the Scope of Work. When HHA has a need for HVAC repair services, HHA staff will contact the 1st ranked proposer and check for service availability within HHA’s requirements. If there is no availability, then HHA will proceed to the next-ranked company, and so forth until HHA has located an available company.

ECONOMIC IMPACT

The economic impact as of yet is unknown because the services will be utilized on an “as-needed” basis and that cannot be predetermined at this time.
ATTACHMENTS

None.

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends entering into a contract with Integrity HVAC Service, Conditioned Air Solutions, and Thomas HVAC to form a pool of vendors that will provide HVAC repair services for public housing units for a maximum term of five years. These services would be utilized in situations where HHA is short-staffed and/or does not have sufficient expertise, equipment, or parts to quickly and efficiently conduct HVAC repairs.

Sandra Eddlemon
Executive Director/CEO
8/15/19

Danielle Thomas
Director of Public Housing Operations
8/15/19

ACTION TAKEN: ______________________________________________________________________
Huntsville Housing Authority

RESOLUTION APPROVING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER INTO CONTRACT FOR HVAC REPAIR SERVICES FOR PUBLIC HOUSING

RESOLUTION NO. 2019-35

WHEREAS, Huntsville Housing Authority requested quotations for small purchases (QSP) from qualified firms and individuals to provide repair services for heating, ventilation and air conditioning (HVAC) systems in its public housing communities; and,

WHEREAS, the following responsive proposals were received:

<table>
<thead>
<tr>
<th>QUOTE SUBMITTED BY</th>
<th>Service Call Hourly Rate</th>
<th>HVAC Tech Hourly Rate</th>
<th>Laborer Hourly Rate</th>
</tr>
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<td>1. Integrity HVAC Service</td>
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<tr>
<td>3. Thomas HVAC</td>
<td>$80.00</td>
<td>$150.00</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

WHEREAS, all contractors were deemed to be responsive in accordance with the contract specifications for HVAC repair services and HHA would like to form a pool of vendors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Huntsville Housing Authority hereby authorizes the Executive Director/CEO/Contracting Officer to enter into contract with Integrity HVAC Service, Conditioned Air Solutions, and Thomas HVAC for HVAC repair services in its public housing apartments, for a maximum term of 5 years.

ADOPTED THIS 19th DAY OF AUGUST 2019

Delvin Sullivan, Chairman

Attest:

Sandra Eddlemon, Secretary
Date: August 13, 2019

HHA Staff Representative: Paula Bingham, Director of Assisted Housing

Department: Assisted Housing.

Board of Commissioners’ Meeting (Date): August 19, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):

1. Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter Into a Contract to Provide Housing Quality Standards Inspections for the Huntsville Housing Authority.

Date/Time/Place of Board of Commissioners’ Committee Meeting: Tuesday, August 13, 2019, at 4:30 p.m. at the Central Office Boardroom.

Approved by:

Sandra Eddlemon
Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairman Delvin L. Sullivan Date: 08/13/2019

HHA Board Committee Member: Vice-Chairman Leon D. Fountain Date: 08/13/2019

HHA Staff Member: Paula Bingham Date: 08/15/2019
HUNTSVILLE HOUSING AUTHORITY
REQUEST FOR BOARD ACTION

Authorizing the Executive Director/CEO/Contracting Officer to
Enter into a Contract to Provide Housing Quality Standards Inspections
For the Huntsville Housing Authority

INTRODUCTION

Requesting approval for Huntsville Housing Authority (HHA) to enter into a contract with Ozark
Housing Development, Inc. (OHDI) for Housing Quality Standards (HQS) Inspections

PURPOSE/OBJECTIVE

To provide Housing Quality Standards (HQS) inspections for HHA’s Housing Choice Voucher (HCV)
program

JUSTIFICATION/DESCRIPTION

Ozark Housing Development, Inc. (OHDI) has been deemed capable of providing the necessary HQS
inspections that Huntsville Housing Authority requires for the HCV program.

Within the HUD Procurement Handbook, it states that a Housing Agency (HA) may purchase “supplies
and services through a local, county or State government’s supply, service or equipment contractor.” This
practice is also encouraged and allowed by 2 CFR 200.317 [HUD Handbook Section 14.2.A.3].

Dothan Housing Authority conducted a Request for Proposals for HQS Inspections competitive
solicitation in accordance with HUD Procurement Handbook 7460.8 REV 2. Ozark Housing
Development, Inc. (OHDI) was deemed to be the highest-ranking responsive and responsible proposer,
which resulted in the PHA awarding a contract to OHDI.

HHA reviewed the PHA’s competitive documents and OHDI’s submittal documents and hereby affirms
that the noted original solicitation and ensuing contract are each appropriate for HHA to “join” or “piggy-
back” with Dothan Housing Authority for a maximum contract period lasting through June 30, 2021.
Piggy-backing is more economical and efficient for HHA.

ECONOMIC IMPACT

Amount not to exceed $76,000

ATTACHMENT

Justification for “Joinder” or “Piggy-back “Contract
Housing Quality Standards Inspection Agreement
RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends awarding a contract to Ozark Housing Development, Inc. to provide HQS Inspections for HHA.

for
Sandra Eddlemon
Executive Director/CEO

Date
8-15-19

Paula Bingham
Director of Assisted Housing

Date
08/15/2019

ACTION TAKEN: _____________________________________________
## Inspector Services HQS PBV Proposal Evaluation 2019

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max. Point</th>
<th>*CVR Declined</th>
<th>*Landmark Declined</th>
<th>*CGI Declined</th>
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<td>Ability to Perform</td>
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<td>Timely Manner</td>
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<td>Debarment</td>
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<td>Dispute Resolution</td>
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<td>Insurances</td>
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<td>Accessibility to Dothan</td>
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<td>Proposal Requirements</td>
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<td><strong>5</strong></td>
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<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>82</strong></td>
</tr>
</tbody>
</table>

CVR  Tampa, FL 33629                  | Dani Carroll              | 2309 S MacDill Ave. Suite 200 | Tampa, FL  
Landmark Inspection Services         | Beth Umlauf               | 156 School Rd #202,           | Mill Spring, NC 28756  
CGI Federal Inc                      | Bonnie Butcher            | 8760 Orion Place Suite 110    | Columbus, Ohio  
Ozark Housing Development            | Tony Fuller               | PO Box 1344                   | Ozark, AL 36361  

* Each requested a bid packet but declined to submit due to distance from the headquarters.
This Contract Agreement is entered into this the day of June 21, 2019 by and between DOTHAN HOUSING AUTHORITY, PO Box 1727, Dothan, AL 36302 acting through its appointed officer Samuel P. Crawford hereinafter called Dothan Housing Authority (DHA), and Ozark Housing Development P.O. Box 1344, Ozark, AL 36361 hereinafter called OHD.

That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the OHD, for the sum of $24 a unit for initial inspection and $20 a unit for a re-inspection under the terms and conditions stated in the Bid Documents dated May 9, 2019 for a two year period from July 1, 2019- June 30, 2021.

OHD will perform:

1. Perform these inspections using the Housing and Urban Development (HUD) prescribed form HUD-52580 as a means of recording status and deficiencies in the units inspected.
2. Perform full scope HQS inspections following HUD guidelines and approved addendums as listed in Chapter 14 and 15 of the administrative plan of the DHA.
3. Deliver fully executed HUD-52580 inspection forms to the DHA upon completion of the inspection.
4. Utilize only trained/certified HQS and/or UPCS inspectors as required to meet the scope of work defined in this proposal.
5. Provide professional customer service and maintain confidentiality in compliance with program regulations.
6. Be available to answer questions about the specific inspection findings and cures from owners, families, and DHA staff.
7. Provide proper documentation on inspections to designated DHA staff on the same day.
8. Utilize our software, SACS, for the inspections and reports.

Initial inspections must be completed within 3 to 5 business days from the date when the contractor is notified the unit is ready. Annual Inspections must be completed within 12 months from the last inspection. Items of egregious danger/fail or neglect should be photographed and shared with appropriate staff.

OHD will meet these requirements:

a) All HQS inspectors are required to have Housing Quality Standards Certifications
b) Valid AL Driver’s License
c) Use of an automobile during work hours
d) The ability to work effectively with DHA staff
e) Ability to communicate professionally and courteously with landlords and assisted households
f) Wear an identification badge at all times while on the premises and visible before entering a dwelling/unit.
g) Ability to take photos of issues observed in/around units that are cause for concern to be relayed to DHA staff
OHD must disclose any debarment or other disqualification as a vendor for any federal, state or local entities.

OHD is required to maintain during the performance of this contract the following insurance coverage:

1. Commercial general liability, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations with combined limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
2. Worker’s Compensation insurance in accordance with Employer’s liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
3. Business automobile liability insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this contract, with a combined single limit of not less than $1,000,000 per occurrence.

Such coverage is required to name the Housing Authority of the City of Dothan, AL as co-insured, if contract is awarded.

OHD agrees to indemnify DHA, and hold its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgements, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the DHA) because of OHD’s negligence or willful misconduct. In the event that any demand or claim is made or suit is commenced against OHD or the DHA as a result of this Contract, OHD and/or the DHA shall give prompt written notice to the other and OHD or DHA shall have the right to compromise or defend same to the extent of its own interest.

DHA may terminate this Contract in whole, or in part, whenever DHA determines that such termination is in the best interest of DHA. Any such termination shall be affected by delivery to OHD of a Notice of Termination and the date upon which such termination becomes effective.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts each of which shall be deemed an original, in the year and day first above mentioned.

Witness

[Signature]

Witness

[Signature]

Executive Director

[Signature]

Owner/Principal

[Signature]
How do you

RFP Inspector Services
The application deadline for this job posting has passed. Although you can still view the information no new applications for this job are currently being accepted.

HA of the City of Dothan, AL is accepting proposals for HQS Inspector Services. Please contact mperez@dothanhousing.org for the complete bid package. Deadline May 10, 2019

Reference: J0814733
Location: Dothan, United States
Job Posting Type: RFPs, RFQS
Region: SERC
Country: United States
State: AL
May 20, 2019

Mr. Samuel Crawford  
Executive Director  
Dothan Housing Authority  
Post Office Box 1727  
Dothan, AL 36302

Subject: Third Party Inspector  
Housing Choice Voucher (HCV)  
Dothan Housing Authority (DHA)

Dear Mr. Crawford:

This letter acknowledges receipt of DHA’s third-party inspector request dated May 13, 2019. The HCV regulations (24 CFR 982) require PHAs to obtain the services of an independent entity to perform HQS inspections and to communicate the results of these inspections to the family and the PHA for all PHA owned inventory. In addition, the DHA is a participant under HUD’s Rental Administration Demonstration (RAD) program and the approval of an independent entity is required prior to RAD conversion.

The DHA has advised the Birmingham Field Office of Public Housing that the third-party inspector was procured in accordance with DHA’s procurement policy. The Field Office grants approval of OHD-Ozark Housing Development as the independent entity and advises the PHA to update this request at such time the contract is terminated or expires.

Should you have any questions or require any additional assistance, please contact Vicky. L. Gill, Portfolio Management Specialist, at (205) 745-4310 or by email at Vicky.L.Gill@hud.gov@hud.gov.

Sincerely,

Velma Byron  
Director, Office of Public Housing  
Birmingham Field Office

HUD’s mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.  
www.hud.gov • espanol.hud.gov
May 9, 2019

Housing Authority of the City of Dothan, AL
Attn: Maggie Perez
P.O. Box 1727
Dothan, AL 36302

Dear Ms. Perez:

We are pleased to have the opportunity to respond to the Request for Proposals for HOUSING QUALITY STANDARDS INSPECTION SERVICES FOR THE DHA’s RENTAL ASSISTANCE PROGRAM. Please feel free to call me if you have any questions. OHDi’s complete proposal is enclosed.

Sincerely,

[Signature]

James A. Fuller
Director/Secretary OHDi
(334) 684-2804 cell
Response to: Request for Proposals (RFP) Housing Quality Standards Inspection Services for the DHA's Rental Assistance Program

A Proposal to:

Dothan Housing Authority

Samuel Crawford, Executive Director
P.O. Box 1727
Dothan, AL 36302

Presented on:

May 10, 2019
Response to: Request for Proposals (RFP) Housing Quality Standards Inspection Services for the DHA’s Rental Assistance Program

Contact Information

The contact person for this RFP is James A. Fuller, Secretary of the Board of Directors, OHDI. Contact phone number is 334.685.2804 and email address is tonyfuller@ohdi.net.

Cost of Services

Initial Inspection (Move-in, Annual, Special, Quality Control) - $24 per unit.
Re-inspection - $20 per unit.

OHDI inspectors make every effort to contain and/or reduce annual costs to DHA through the following policies:

- DHA will not be charged for inspections that are canceled prior to the inspector arriving at the scheduled unit.
- If the tenant and/or landlord don’t show for the inspection, the inspector will attempt to contact the tenant with the phone number listed in SACS. If unsuccessful, inspector will call the Section 8 staff so they can attempt to locate the tenant or landlord. If located, inspector will wait a reasonable amount of time (10-15 minutes), or come back to the unit if time permits.

OHDI has the capability and administrative staff to provide scheduling of units, notification of tenants and landlords by mail and/or email and all coordination regarding inspections. Cost of this service is an additional $6 per unit. This could potentially save DHA by reducing administrative staff currently performing those duties.

Proposed Services

OHDI has been DHA’s HQS inspection contractor since May, 2007. Therefore, OHDI proposes to continue completing HQS inspections using the SACS Software inspection system. Inspection equipment will be provided by OHDI. Inspections will be exported into DHA’s computer system at the end of each day. This process assures OHDI’s full compliance with RFP paragraph B. Statement of Requirements. Inspections will include HCV and PBV units as assigned by DHA staff. All OHDI inspectors are certified in HQS. They will continue to provide professional customer service and maintain confidentiality in compliance with program regulations. Inspectors are always available to answer questions about the specific inspection findings and cures from owners, families and DHA staff. DHA staff will be responsible for scheduling and tenant/landlord notification.

WWW.OHDI.NET
Response to: Request for Proposals (RFP) Housing Quality Standards Inspection Services for the DHA’s Rental Assistance Program

unless these services are purchased as outlined in Cost of Services above. Initial inspections will be completed within 3 to 5 business days from the date OHDI is notified the unit is ready. Annual inspections will be completed within 12 months from the last inspection. As previously mentioned, however, DHA staff will be responsible for scheduling. Items of egregious danger/fail or neglect will be photographed and shared with DHA staff.

Qualified Primary Staff

OHDI is staffed with certified inspectors with more than a half-century of combined experience. OHDI is dedicated to the assurance of decent, safe, and sanitary housing. OHDI serves its customers and their tenants to the highest degree. We make sure housing units meet the standards set by HUD and DHA. OHDI personnel shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which case OHDI will provide a qualified replacement, approved by DHA. All OHDI personnel shall be considered to be, at all times, the sole employees of OHDI and not employees or agents of DHA. Current OHDI inspectors have been with OHDI for many years, and meet all of the qualifications of RFP paragraph D. Qualifications.

OHDI has not been debarred or otherwise disqualified as a vendor for any federal, state or local entity.

Primary HQS Inspectors:

Richard Warren: Mr. Warren joined OHDI in January, 2001. He received his HQS certification through Nan McKay and Associates shortly thereafter and has inspected thousands of units during his tenure. His is the primary inspector for DHA, and is one of two primary inspectors for South Central Alabama Regional Housing Authority. He has inspected units all across Alabama, including in Birmingham and Mobile. His thorough knowledge of HQS and vast experience inspecting all types of units is a valuable asset to OHDI and DHA.

Lyndon Baker: Mr. Baker has been employed as a HQS and UPCS inspector with OHDI since 1998. He also has extensive experience as a building contractor. Mr. Baker completed his HQS inspector training through NAHRO in January 1998. He later trained and received certification as a UPCS inspector in September 2000 through the MTB Group, Inc. Mr. Baker lives in Dothan and, therefore, is available on short notice. Mr. Baker also has experience inspecting all types of units around the state.

WWW.OHDI.NET
Response to: Request for Proposals (RFP) Housing Quality Standards Inspection Services for the DHA’s Rental Assistance Program

Contingency Plan: In the event of an absence of Mr. Warren and/or Mr. Baker, the following inspectors will assume responsibility for assigned inspections:

Terry Kilpatrick: Mr. Kilpatrick has been with OHDi since February, 2015. He possesses certifications in HQS, UPCS, Public Housing Management, Housing Choice Voucher Management as well as certifications in OSHA compliance, and various other federal and state regulated programs.

Tony Fuller: Mr. Fuller is the Inspection Team Chief. Joining OHDi following his retirement from the United States Army, he received his Housing Quality Standards HQS certification in 1993. He received his REAC certification for the UPCS inspection program in June 2000, also through Nan McKay and Associates. Mr. Fuller has conducted thousands of Section 8 and conventional housing inspections throughout the Southeastern United States. As the Inspection Team Chief, he is responsible for the supervision and training of inspectors and for quality control. Mr. Fuller is certified and accredited by the State of Alabama as a Lead Inspector and Risk Assessor, and conducts lead-based paint clearance examinations. He also serves as Secretary to the OHDi Board of Directors and is responsible for daily operations of the company, including coordination with customers regarding contracts, scheduling, and performance of inspections.

References

Jefferson County Housing Authority

Executive Director: Ken Vaughan
E-mail Address: kvaughan@jcha.com
3700 Industrial Pkwy.
Birmingham, AL 35217
Phone: (205) 849-0123

Since April 2015 until present, OHDi provides all initial, annual and special HQS inspection services to Jefferson County Housing Authority’s 2455 HCV units.

South Central Alabama Regional Housing Authority

Executive Director: Alan Smith
E-mail Address: scarha@troycable.net

5545 AL Hwy. 87
Troy, AL 36079
Phone: (334) 566-4495

WWW.OHDI.NET
Response to: Request for Proposals (RFP) Housing Quality Standards Inspection Services for the DHA’s Rental Assistance Program

Since 2005, OHDi has conducted all HCV and public housing inspections for South Central. Public housing units have recently been converted to PBV units, giving South Central a total of 1479 HCV units. This includes Union Springs, Fort Deposit and Midland City Housing Authorities which are managed by South Central.

**Huntsville Housing Authority**

Executive Director: Sandra Eddlemon  
E-mail Address: execdirector@huntsvillehousing.org

P.O. Box 486  
Huntsville, AL 35804-0486  
Phone: (256) 539-0774

OHDi has conducted all HCV inspections for Huntsville Housing Authority’s 1690 HCV units since February 2017.

**Northport Housing Authority**

Executive Director: Ruby Burton  
E-mail Address: housing@northporthousingauthority.org

P.O. Drawer 349  
Northport, AL 35476  
Phone: (205) 345-1506

OHDi has conducted HCV inspections for Northport Housing Authority’s 419 HCV units since 2005.

OHDi provides HQS and/or UPCS inspection services for 90 housing authorities in Alabama, Georgia and Tennessee. Additional references are available upon request.
HOUSING QUALITY STANDARDS INSPECTION AGREEMENT

THIS AGREEMENT (Agreement) is made between Huntsville Housing Authority (hereinafter referred to as HHA), a public corporation with its principal office located at 200 Washington Street, Huntsville, Alabama, 35801, and Ozark Housing Development, Inc. (hereinafter referred to as OHDI), with offices located at 241 Ed Lisenby Drive, Ozark, Alabama 36361.

WHEREAS, HHA was looking into a contract to provide Housing Quality Standards (HQS) inspection for HHA's Housing Choice Voucher (HCV) housing program.

WHEREAS, HHA identified a Request for Proposals (RFP) to provide HQS inspection was conducted by the Housing Authority of Dothan City; and

WHEREAS, Ozark Housing Development, Inc. submitted a response to said RFP, which appears to be in conformity with the needs of HHA.

NOW, THEREFORE, in consideration of the mutual covenants between the parties herein provided, the parties do agree to the following terms and conditions:

1. SCOPE OF SERVICES

1.1 OHDI is to provide certified inspectors trained in the U.S. Department of Housing and Urban Development (HUD) HQS Standards. Inspectors shall provide services in accordance with HQS Standards, including any additional HQS requirements by HHA that have been approved by HUD.

1.2 HHA will be responsible for resident/landlord notification, unless HHA elects to purchase that service by written notification. HHA will be charged for an inspection whether or not there is anyone present to let the inspector in the unit. HHA will not be charged for inspections that are cancelled so long as the inspector is notified prior to arriving at the unit.

2. COMPENSATION-PAYMENT

2.1 OHDI shall be compensated in the amount of twenty-four dollars ($24.00) per single unit, twenty dollars ($20.00) per re-inspection per single unit, and sixteen dollars ($16.00) per no shows per single unit. OHDI shall be compensated in a total amount not to exceed seventy six thousand dollars ($76,000.00) for all services. This is a fixed price Agreement and the amount specified herein as compensation is inclusive of all services, salaries, performance, supervision, materials, supplies, telephone, lodging, travel, and any and all other costs and expenses incurred in providing the services to be performed hereunder.

2.2 OHDI shall submit a detailed disbursement request, setting forth the required disbursement, and HHA shall pay the amount-required disbursement within thirty (30) business days after receipt of the disbursement request.

3. TIME AND ORDER OF PERFORMANCE

3.1 Performance of this Agreement is scheduled to begin on or about July 1, 2019, and to be completed no later than June 30, 2021, unless an extension of time is authorized by HHA and is evidenced in a written document signed by HHA and executed before the scheduled completion date.
3.2 Inspection services shall be provided during the regular working hours of HHA, Monday through Friday, unless additional or different times are agreed upon and indicated in writing to OHDI by notice from the Contract Administrator herein. Such notice of inspection schedule will become an amendment to this Agreement.

4. ASSIGNMENT - SUBCONTRACTING - TRANSFER

4.1 HHA encourages the participation of women, HHA residents, and minority-owned businesses. OHDI will make every effort to utilize businesses owned by minorities and/or women and HHA residents for work performed under this contract.

4.2 OHDI shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in any HUD program or who has been debarred from performing work by any agency of the United States or the State of Alabama.

4.3 OHDI will submit a list of all prospective subcontractors to HHA prior to commencement of work and will submit all information requested by HHA to fairly evaluate the subcontractor. HHA may disapprove of the use of any subcontractor for cause stated to OHDI. HHA’s approval, disapproval, or election not to disapprove does not create an assumption of liability for acts or omissions of OHDI or subcontractor.

4.4 Nothing contained in this Agreement shall create a contractual relationship between any subcontractor and HHA. No subcontractor is a party to this Agreement between OHDI and HHA. This shall not be used or construed in any way to offer a third party benefit to any subcontractor, nor to any employee, vendor, or any independent contractor of any subcontractor. OHDI shall assume full responsibility for the work performed pursuant to this Agreement and shall indemnify and hold HHA harmless from all damages for claims of all subcontractors or any employees, independent contractors, or vendors of any subcontractor, which are made relative to, or arising from, work to be performed by OHDI under this Agreement.

4.5 OHDI shall be fully responsible for the acts or omissions of the subcontractors and the persons employed by the subcontractors.

4.6 The performance of services under this Agreement may not be assigned or transferred without the expressed written approval of HHA prior to such assignment or transfer. OHDI acknowledges, understands, and agrees that assignment or transfer of performance shall be at the sole discretion of HHA. Approval for the same may be denied by HHA for its own convenience.

5. CONFLICT OF INTEREST

No member of, or delegate to, the Congress of the United States of America, shall be admitted to any share or part of this contract or to any benefit that may arise therefore. Furthermore, no member, officer, or employee of HHA, no member of the governing body of the locality in which HHA was activated, and no other public official of such locality who exercises any functions or responsibilities with respect to HHA shall have any interest, direct or indirect, in this contract or the proceeds thereof within its tenure, or for one year thereafter.
6. GRATUITIES-KICKBACKS-USE OF CONFIDENTIAL INFORMATION-
PROGRAM INCOME

HHA officers, employees, or agents shall not solicit nor accept gratuities, favors, or anything of
monetary value from OHDI's, potential contractors, or parties to subcontracts and shall not knowingly use
confidential information for actual or anticipated personal gain. OHDI warrants that s/he has not paid
and will not pay any person for influencing or attempting to influence an officer or employee of any
agency, Member of Congress or employee of a member of Congress, or any officer or employee of
Congress in connection with the awarding of an HHA contract.

7. DISPUTE RESOLUTION PROCEDURE

A Point of Contact (POC) has been assigned to this contract. The POC is an HHA representative
who will oversee and manage the performance of the contract. Any controversy or dispute arising under
this Agreement shall be referred to the POC and the Contracts Administrator by OHDI. If OHDI, the
POC, and the Contracts Administrator fail to agree on a resolution of the dispute or controversy, OHDI
shall give written notice of the controversy to the Executive Director/CEO for HHA, who will serve as
contracting officer for this Agreement. The decision of the Executive Director/CEO (contracting officer)
will be binding on both parties hereto, except as the same may be modified by a court of competent
jurisdiction. HHA and OHDI hereby agree that the time and order for performance under this Contract
will be in compliance with HHA's Contract Administration Plan, labeled as Exhibit B, attached hereto
and incorporated herein by reference. The Contract Administration Plan shall identify the POC for this
Agreement.

8. TERMINATION OF THE CONTRACT

8.1 This Agreement may be terminated for any of the following reasons: failure to deliver the
services as specified, failure to perform the work in a timely manner or refusing or failing to prosecute
the work or any separate portion thereof within the stipulated time, or violation of a contract clause.
HHA may consider any of the foregoing events to be a default under the Agreement, and if the contract is
terminated due to such a default, OHDI will not be entitled to payment for any undelivered work,
services, or reports. OHDI further agrees that in the event of such a default HHA may obtain the services
of another contractor for completion of the work required.

8.2 This contract may also be terminated for the convenience of HHA if the contracting
officer determines that such would be in the best interest of HHA or in the event of absence of funding.
Any such termination shall specify the extent to which the performance of the work under the contract is
terminated and the date upon which such termination becomes effective. If the performance is so
terminated, either in whole or in part, HHA shall pay to OHDI the prorated percentage of all services
completed up to the date of termination. Percentage of completion will be determined by the POC in
conjunction with the HHA contracting officer who is the Executive Director/CEO.

8.3 If termination is necessary, the contracting officer shall terminate the Agreement by a
written notice to OHDI. Said notice shall be sent by certified mail, return receipt requested, shall be
effective upon the date so indicated, and deemed received, whether signed by OHDI, its agent or
representative, or is indicated as refused. If to Ozark Housing Development, Inc., said notices and
demands should be sent by certified mail, return receipt requested, or hand delivered to Ozark Housing
Development, Inc., 241 Ed Lisenby Drive, Ozark, Alabama 36361. If to the HHA, said notices and
demands shall be sent by certified mail, return receipt requested, or hand delivered to the Executive
Director/CEO, Huntsville Housing Authority, 200 Washington Street, Huntsville, Alabama 35801.
9. VENUE AND CONTROLLING LAW

In the event that a cause of action arises, either in law or in equity, from or in reference to any aspect of this Agreement (including those documents incorporated by reference and attached hereto), both parties agree that such action shall be filed and prosecuted in the Circuit Court of Madison County, Alabama. This Agreement shall be interpreted in accordance with the laws of the State of Alabama.

10. COMPLIANCE WITH LAWS AND REGULATIONS

10.1 OHDI shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations as they exist or may be amended during performance of this contract.

10.2 OHDI shall assume full liability for all contributions, taxes, or other payments required for the benefit of the employees of OHDI by Federal and/or State Unemployment Compensation Laws, the Social Security Acts or any amendments, rules or regulations thereto. In the event there are any subcontractors, OHDI shall require the subcontractor(s) to pay the same such contributions, taxes, or other payments required for the benefit of the subcontractor’s employees. OHDI assumes all liability for all other future acts or laws, be they state, federal or local, requiring the payment of similar contributions or taxes for the benefit of its employees. OHDI assumes all liability for payment of any and all sales and use taxes imposed by any governmental entity arising from OHDI’s performance under this Agreement.

11. MODIFICATIONS

The terms and conditions contained in this Agreement may not be added to, modified, superseded, or otherwise altered, except by a written instrument signed by the authorized representatives of HHA and OHDI, and the work shall be deemed to be only upon the terms and conditions contained in this Agreement and accompanying Exhibits, notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice, or other form of OHDI or any of its suppliers, and notwithstanding HHA’s act of receiving or paying for any non-conforming product, report, service, or any similar action on the part of HHA.

12. CONFLICTS IN LANGUAGE-SEVERABILITY

If a court of competent jurisdiction finds any provision of this Agreement to be void and/or unenforceable, the parties hereto agree that those provisions of the Agreement not directly affected by the void and/or unenforceable provision, shall continue in full force and effect.

13. LIABILITY-INDEMNITY-REMEDIES

13.1 In the course of performing the services under this Agreement OHDI shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made, or determined payable against HHA, OHDI further shall indemnify and hold HHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by OHDI, its employees, agents, or subcontractors and arising out of any other operation, no matter who performed it on behalf of OHDI, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by OHDI or HHA.

To the full extent authorized by law, OHDI agrees to indemnify, hold harmless, and defend HHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys’ fees, court costs, and other costs and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys’ fees) that HHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against HHA, its
commissioners, employees, or agents as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of OHDI, its subcontractors or agents, or anyone directly or indirectly employed by any such contractor or agent in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement and which said act or failure to act is contrary to, or is not authorized by this Agreement, or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect, notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which HHA is entitled under §11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to $100,000 for bodily injury or death for one person in a single occurrence; $300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and $100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of HHA in any manner.

13.2 No remedy herein provided shall be deemed exclusive of any other remedy allowed in law or in equity.

13.3 These provisions are specifically intended and shall survive the termination of this agreement.

14. OHDI AS INDEPENDENT CONTRACTOR

It is agreed that OHDI is an independent contractor with respect to all work and activities contemplated by this Agreement and that all of OHDI's employees, who perform work with respect to this Agreement, are the employees of OHDI and not of HHA. OHDI shall exercise complete control over the conduct of its employees and will pay all wages and applicable federal, social security, and unemployment taxes, as well as workmen's compensation insurance, with respect to such employees.

15. INSURANCE REQUIREMENTS

15.1 OHDI will carry, and maintain throughout the period of this contract, liability insurance to cover all classifications of work herein contemplated, with minimum limits of coverage of $1,000,000 per person and per incident at its cost. Certificates of insurance coverage shall be furnished to HHA immediately upon the effective date of the resulting contract. Such insurance shall be adequate to protect both OHDI and HHA from all liability because of injury or damage done to the persons or property of any and all persons during, or in consequence of, the performance of contracted services. The maintenance of such insurance will not in any manner affect OHDI's obligation to indemnify HHA as provided above. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days' prior written notice has been given to HHA.

15.2 OHDI shall furnish HHA with certificates of insurance reflecting the required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurance carrier to bind coverage on its behalf. All certificates are to be received and approved by HHA before work commences. HHA reserves the right to require complete, certified copies of all required insurance policies at any time.

16. NO THIRD PARTY RIGHTS

This Agreement shall not be construed as creating any right of any third party to enforce any provision hereof or to assert any claim against HHA.
17. **ENTIRE AGREEMENT**

All parties agree, understand, and acknowledge that this written Agreement, along with the heretofore identified attached documents that have been incorporated by reference, constitute the entire agreement of all parties. Neither party is responsible for, nor bound by, any terms or conditions not contained herein.

IN WITNESS THEREOF, the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

**OZARK HOUSING DEVELOPMENT, INC**

By: ____________________________

It’s: ____________________________

Date: ____________________________

**HUNTSVILLE HOUSING AUTHORITY**

By: ____________________________

Sandra Eddlemon
Executive Director/CEO

Date: ____________________________
HUNTSVILLE HOUSING AUTHORITY

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER INTO A CONTRACT TO PROVIDE HOUSING QUALITY STANDARDS INSPECTIONS FOR THE HUNTSVILLE HOUSING AUTHORITY

RESOLUTION NO. 2019-36

WHEREAS, Huntsville Housing Authority (HHA), desires to enter into a contract to provide Housing Quality Standards (HQS) inspections for HHA’s Housing Choice Voucher (HCV) program; and

WHEREAS, Ozark Housing Development, Inc. (OHDI), has been deemed capable of providing HQS inspections required for HHA’s HCV program; and

WHEREAS, HHA has justification to “piggy-back” off Dothan Housing Authority’s procurement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of Huntsville Housing Authority authorizes the Executive Director/CEO/Contracting Officer to enter into a contract with the Ozark Housing Development, Inc. for HQS inspection services in an amount not to exceed $76,000.

ADOPTED THIS 19th DAY OF AUGUST, 2019

SEAL

Delvin L. Sullivan, Chairman

Attest:

Sandra Eddlemon, Secretary