

1 RESOLUTION AUTHORIZING THE ADOPTION OF A SUBSTANTIAL AMENDMENT TO THE
2 2019 ANNUAL ACTION PLAN AND THE 2015-2019 CONSOLIDATED PLAN AND THEIR
3 SUBMITTAL TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
4 FOR THE USE AND DISBURSEMENTS OF CORONAVIRUS AID, RELIEF AND ECONOMIC
5 SECURITY ACT (CARES ACT) FUNDING TO SUPPORT THE FEDERAL COMMUNITY
6 DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM; ACCEPTING \$1,710,860 IN CDBG-
7 CV-3 FUNDS FROM HUD; AUTHORIZING THE CHAIRMAN TO DISBURSE THE CDBG
8 CARES ACT FUNDS TO THE CITIES OF COLLEGE PARK, EAST POINT, HAPEVILLE,
9 SOUTH FULTON, PALMETTO AND UNION CITY; AUTHORIZING THE CHAIRMAN TO
10 EXECUTE AND ADMINISTER THE CONTRACTS AND RELATED DOCUMENTS
11 CONSISTENT WITH THESE DISBURSEMENTS AND THE CDBG FEDERAL PROGRAM;
12 AND FOR OTHER PURPOSES.

13
14 **WHEREAS**, under Title I of the Housing and Community Development Act of 1974, as
15 amended, the Secretary of the U.S. Department of Housing and Urban Development is
16 authorized to extend financial assistance to communities in the elimination or prevention of
17 slums or urban blight, or activities which will benefit low- and moderate-income persons or other
18 urgent community development needs; and

19 **WHEREAS**, the Fulton County Board of Commissioners approved the first Coronavirus
20 Aid, Relief and Economic Security Act (CARES Act) for CDBG CV-1 (Agenda Item #20-0577);
21 and

22 **WHEREAS**, The Coronavirus Aid, Relief and Economic Security Act (CARES Act) of
23 2020 makes available it's 2nd supplemental Community Development Block Grant (CDBG)
24 funding for grants known as CDBG CV-3 to prevent, prepare for, and respond to COVID-19; and

25 **WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has notified
26 Fulton County (County) that it is eligible to receive \$1,710,860 in CDBG-CV-3 funds; and

27 **WHEREAS**, the provision of services to address the needs of low- and moderate income
28 residents of Fulton County is a vital activity necessary to the maintenance and continues growth
29 and development to both the County and the region; and

30 **WHEREAS**, Fulton County maintains an active partnership with HUD to promote

21-0373

development and provide services to address the needs of low- and moderate-income citizens through the CDBG and the ESG Programs and their amendments; and

WHEREAS, HUD regulations require that substantial changes in funding, goals or activities require a substantial amendment to the Consolidated Plan as set forth in 24 CFR Part 91, which includes: a significant change to an activity, scope of work, location, beneficiaries, or persons served; and funding of a new activity not previously described in the FY 2019 Action Plan; and

WHEREAS, the Fulton County Board of Commissioners adopted the 2015 through the 2019 Consolidated Plan (Item #15-0503); and

WHEREAS, the County has prepared a Substantial Amendment to its FY 2019 Annual Action Plan to outline the proposed use of the CDBG-CV-3 grant; and

WHEREAS, the Fulton County Board of Commissioners supports the submittal of the 2019 Annual Action Plan Amendment to secure federal funds supporting projects and services needed by its low- and moderate-income citizens; and

WHEREAS, the Fulton County Board of Commissioners desires to award CDBG-CV-3 funding to the cities of College Park, East Point, Hapeville, Palmetto, South Fulton, and Union City; and

NOW, THEREFORE, BE IT RESOLVED, the Fulton County Board of Commissioners hereby authorizes the adoption of a Substantial Amendment to the 2019 Annual Action Plan and the 2015-2019 Consolidated Plan, along with their submission with a list of proposed activities to HUD and directs the application of all funds secured by this submittal to activities that benefit low- and moderate-income residents of Fulton County as directed by the Board of Commissioners and HUD; and

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby approves and

55 accepts \$1,710,860 in CDBG-CV-3 funds from HUD.

56 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby authorizes the
57 Chairman to disburse the CDBG Cares Act funds to the cities of College Park, East Point,
58 Hapeville, Palmetto, South Fulton, and Union City.

59 **BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to execute on
60 behalf of Fulton County all supplemental intergovernmental agreements, contracts, and related
61 documents of papers, as necessary and consistent with these awards, program amendments
62 and this Resolution.

63 **BE IT FINALLY RESOLVED**, that the County Attorney is hereby authorized to approve
64 as to form all supplemental intergovernmental agreements, contracts, and related documents of
65 papers, and to make modifications thereto, regarding these CDBG-CV-3 funds, prior to
66 execution by the Chairman.

67 **SO PASSED AND ADOPTED**, this 19 day of May, 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

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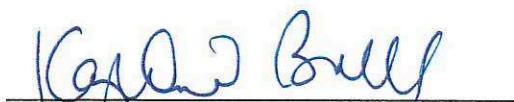

Robert L. Pitts, Chairman

ATTEST


80 Tonya R. Grier
81 Clerk to the Commission

83 **APPROVED AS TO FORM:**

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Kaye W. Burwell
County Attorney

Funding Approval/Agreement


Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program


OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Fulton County	3a. Grantee's 9-digit Tax ID Number 586001729	3b. Grantee's 9-digit DUNS Number 133894167
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 141 Pryor Street Suite 1001 Atlanta, GA 30303-0000	4. Date use of funds may begin 09/11/2020	
	5a. Project/Grant No. 1 B-20-UW-13-0003	6a. Amount Approved \$2,809,463
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Adrian M. Fields		Grantee Name (Contractual Organization) Fulton County (Fulton County)	
Title CPD Director		Title ROBERT L. PITTS CHAIRMAN	
Signature 	Date (mm/dd/yyyy) 7/21/2021	Signature 	Date (mm/dd/yyyy) 7/23/2021

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 09/11/2020	10. check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 09/11/2020	
		9c. Date of Start of Program Year (01/01/2020)	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020)	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Fulton County 141 Pryor Street Suite 1001 Atlanta, GA 30303-0000
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

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

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.


Signature of Authorized Official

6/14/2021
Date

Chairman, Fulton County Board of Commissioners
Title



ITEM # 21-0373 RCS 5/19/21
RECESS MEETING

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official

6/14/2021
Date

Chairman, Fulton County Board of Commissioners

Title



TONYA R. GRIER
CLERK TO THE COMMISSION

ITEM # 21-0373 RCS 5 19 21
RECESS MEETING

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



Signature of Authorized Official



Date

Chairman, Fulton County Board of Commissioners

Title



TONYA R. GRIER
CLERK TO THE COMMISSION

ITEM # 21-0373
RECESS MEETING

RCS 5.19.21

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

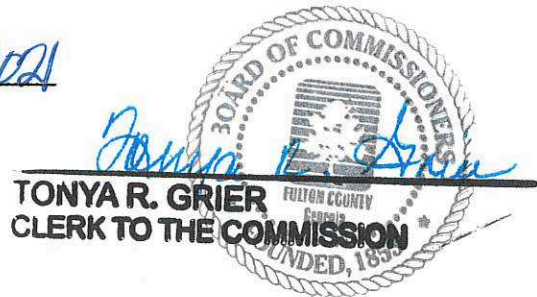
Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;


Signature of Authorized Official


Date

Chairman, Fulton County Board of Commissioners
Title



ITEM # 21-6373 RCS 5,19,21
RECESS MEETING

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.


Signature of Authorized Official

6/14/2021
Date

Chairman, Fulton County Board of Commissioners
Title


TONYA R. GRIER
CLERK TO THE COMMISSION


ITEM # 21-0373 RCS 5/19/21
RECESS MEETING

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman, Fulton County Board of Commissioners
APPLICANT ORGANIZATION Fulton County, GA	DATE SUBMITTED 6/14/2000

SF-424D (Rev. 7-97) Back

ITEM # 21-0373 RCS 5/19/21
 RECESS MEETING

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-20-UW-13-0003

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Fulton County, GA

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

58-6001729

*** c. Organizational DUNS:**

1338941670000

d. Address:

*** Street1:** 137 Peachtree Street, SW, Ste 300

Street2:

*** City:** Atlanta

County/Parish:

*** State:** GA: Georgia

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 30303-3444

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Community Development (CDBG)

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Dr.

*** First Name:**

Pamela

Middle Name:

*** Last Name:**

Roshell

Suffix:

Title: Interim Director

Organizational Affiliation:

Fulton County Department of Community Development

*** Telephone Number:** 404-612-1243

Fax Number:

*** Email:** Pamela.Roshell@fultoncountygga.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

* 12. Funding Opportunity Number:

B-20-UW-13-0003

* Title:

CARES Act

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Question 14 - Areas Affected by Project.doc

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

FY2020 CDBG CV 3

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,809,463.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="2,809,463.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:

REQUESTED ACTION *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2021 HUD Annual Action Plan to secure federal funds supporting projects and services needed by its low- and moderate-income citizens for activities. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of \$1,393,957 HOME Investment Partnership Program in the amount of \$670,081, and Emergency Solutions Grants Program (ESG) in the amount of \$159,268, totaling \$2,223,306 for all programs. A Fulton County general fund match is not required for CDBG Program. Fulton County uses general funds to support the required ESG and HOME programs with an annual 100% match and 25% match respectively.

REQUIREMENT FOR BOARD ACTION *(Cite specific Board policy, statute or code requirement)*

The grants will support projects and services needed by Fulton County's low and moderate-income citizens, according to 24 CFR 91.

STRATEGIC PRIORITY AREA RELATED TO THIS ITEM *(If yes, note strategic priority area below)*

Health and Human Services

COMMISSION DISTRICTS AFFECTED

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

IS THIS A PURCHASING ITEM?

No

SUMMARY & BACKGROUND *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Fulton County received a revised notice dated May 13, 2021, informing Fulton County of funding awards allocation for the Community Development Block Grant Program (CDBG) in the amount of \$1,393,957, HOME Investment Partnership Program in the amount of \$670,081, and Emergency Solutions Grants Program (ESG) in the amount of \$159,268, totaling \$2,223,306 for all programs.

The Chairman of the Fulton County Board of Commissioners is authorized to disburse all CDBG, HOME, and ESG grant funds for the purpose to implement, aid programs, and to execute on behalf of Fulton County all supplemental intergovernmental agreements,

contracts, and related documents, as necessary and consistent with these programs and program amendments as approved by the Board of Commissioners.

A Fulton County general fund match is not required for CDBG Program. Fulton County uses general funds to support the required ESG and HOME programs with an annual 100% match and 25% match respectively.

Scope of Work: Click or tap here to enter text.

I. CDBG- proposes to provide funding to municipalities under Cooperation Agreement status with Fulton County and non-profit agencies to administer CDBG 2021 funds for eligible projects and activities to assist low to moderate income communities as outlined below.

- A 2021 grant application was released to municipalities on November 13, 2020, for a 25 day period.
- A CDBG application technical assistance meeting was held on November 18, 2020 via ZOOM.

2021 CDBG Proposed Budget and Project Funding.

FY 2021 CDBG budget total is \$1,393,957

CDBG Budget Area	Description	CDBG National Objective	CDBG Proposed Funds Amount
Program Administration	Requirements to administer CDBG Program	N/A	\$278,785
Public Service	Fair Housing Activities	Fair Housing	\$23,334
Housing Rehab	Program Administration for Rehab Activities	Low to Moderate Income	\$214,000
College Park	Barrett Park Improvements	Area Benefit	\$102,700
East Point	Waterline Infrastructure Improvements	Area Benefit	\$152,700
Fairburn	ADA Pedestrian Sidewalk Improvements	Area Benefit	\$239,338
Hapeville	Tom E. Morris Splash Pad	Area Benefit	\$102,700
Palmetto	Veteran's Park Improvements	Area Benefit	\$102,700
Union City	Oakley Road Infrastructure Improvements	Area Benefit	\$177,700
CDBG Total			\$1,393,957

II. ESG- The budget below reflects the allocation of ESG Program funds by major funding categories. Specific sub recipients will be selected at a later date.
FY 2021 ESG budget total is \$159,268.

ESG	Grant	General Fund Match
Rental Assistance, Homelessness, Prevention, and Rapid Rehousing	\$63,707	\$63,707
Supportive Services for Homeless Individuals and Families	\$83,616	\$83,616
Admin and Planning	\$11,945	\$11,945

ESG Total		\$159,268
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- III. HOME- Applications were not solicited for FY 2021. The Home Ownership Program (HOP) and Tenant Based Rental Assistance (TBRA) applications are on-going.
FY 2021 HOME budget total is \$703,996.32.

HOME Budget Area	Description	HOME Funds Amount
Program Administration	Requirements to administer CDBG Program.	\$67,008.00
Home Ownership Program (HOP)	Down Payment and closing cost assistance for 1 st time home buyers in unincorporated Fulton County.	\$126,073.00
Tenant Based Rental Assistance	Rental Assistance for Housing Authority of Fulton County public housing voucher participants.	\$477,000.00
Program Income	HOME funds receipted as income from the previous fiscal year.	\$33,915.32
HOME Total		\$703,996.32

Community Impact: HUD Entitlement funding for CDBG HOME and ESG will help the County provide services for its low and moderate-income citizens.

Department Recommendation: Approve the requested action.

Project Implications: Approval for the use of these funds will increase the Community Development Department's ability to timely provide community development services to Fulton County citizens who reside outside of Atlanta.

Community Issues/Concerns: A public hearing was held on February 11, 2021 and April 1, 2021. There were no community concerns identified.

Department Issues/Concerns: If 2021 Annual Action Plan is not approved, it will limit the County's ability to respond to community development needs of low to moderate income communities within Fulton County.



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

May 13, 2021

The Honorable Robb Pitts
Chairman of Fulton County
141 Pryor Street SW
Atlanta, GA 30303-3464

Dear Chairman Pitts:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country. Public Law 116-260 includes FY 2021 funding for these programs. Please note that this letter reflects a revised amount for the Community Development Block Grant and Section 108 borrowing authority. Your jurisdiction's FY 2021 available amounts are as follows:

Community Development Block Grant (CDBG)	\$1,393,957
Recovery Housing Program (RHP)	\$0
HOME Investment Partnerships (HOME)	\$670,081
Housing Opportunities for Persons With AIDS (HOPWA)	\$0
Emergency Solutions Grant (ESG)	\$159,268

Individuals and families across the country are struggling in the face of four converging crises: the COVID-19 pandemic, the resulting economic crisis, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction's CDBG allocation for this year, you also have \$6,969,785 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in Opportunity Zones or other target areas in your jurisdiction.

HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring

complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Jemison II', with a stylized, cursive script.

James Arthur Jemison II
Principal Deputy Assistant Secretary
for Community Planning and Development



FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303



AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of East Point
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-20-UW-13-0003

City of East Point's DUNS Number: 073425514

Federal Award Date: 09/11/2020

Total Fulton County 2020 COVID CDBG Municipality Agreement: \$550,000.00

THIS AGREEMENT entered this **19th** (day) of May (month), **2021** (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of East Point, Georgia** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Subrecipient to assist the Grantee in utilizing such funds as approved by the Fulton County Board of Commissioners on May 19th 2021 Agenda Item 21-0373; and

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

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG-CV-3 Agreement for Fiscal Year 2021 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include a Emergency Rent and or Mortgage Assistance Program for low to moderate income citizens. Services include assistance payments for rent and or mortgage for citizens impacted by the pandemic. Approximately 150 individuals will be assisted.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) is for low/moderate income persons with area benefit.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on May 19th 2021 and end on the 31st day of December 2023.

III. BUDGET

City of East Point shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub recipient Agreement shall not exceed \$550,000. Expenses for eligible activities shall be retroactive to September 11, 2020. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Deana Holiday Ingraham, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of East Point 2757 E Point Street East Point, GA 30344
Phone:	(404) 612-8077	(404) 270-7091
Email:	Kim.benjamin@fultoncountyga.gov	mayor@eastpointcity.org

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.

- Duplication of benefit does not include funding the same activity but should be the last in and the total costs must be documented to equal or exceed federal contributions from all sources.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to May 19th 2021, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

1 **D. Worker's Compensation**

2
3 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
4 the performance of this Agreement.

5
6 **E. Insurance and Bonding**

7
8 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
9 theft, fraud and /or undue physical damage.

10
11 **F. Grantor Recognition**

12
13 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
14 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
15 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
16 support provided herein in all publications made possible with funds made available under this
17 Agreement.

18
19 **G. Amendments**

20
21 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
22 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
23 representative of both organizations, and approved by the Grantee's governing body. Such
24 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
25 from its obligations under this Agreement.

26
27 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
28 governmental guidelines, policies and available funding amounts, or for other reasons. If such
29 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
30 undertaken as part of this Agreement, such modifications will be incorporated only by written
31 amendment signed by both Grantee and Sub-recipient.

32
33 **H. Suspension or Termination**

34
35 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
36 if the Sub-recipient materially fails to comply with any term of the award and the award may be
37 terminated for convenience.

38
39 Either party may terminate this Agreement at any time by giving written notice to the other party of such
40 termination and specifying the effective date there of at least 30 days before this effective date of such
41 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
42 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
43 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
44 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
45 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
46 compensation for any satisfactory work completed on such documents or materials prior to the
47 termination.

48
49 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
50 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
51 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
52 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
53 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
54 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
55 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
56 in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

1 The Sub-recipient understands that client information collected under this Agreement is private and
2 the use of disclosure of such information, when not directly connected with the administration of
3 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
4 Agreement, is prohibited unless written consent is obtained from such person receiving service
5 and, in the case of a minor, that of a responsible parent/guardian.
6

7 **5. Property Records**

8 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
9 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
10 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
11 applicable.
12

13 **6. Close outs**

14 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
15 completed. Activities during this closeout period shall include, but are not limited to making final
16 payments, disposing of program assets (including the return of all unused materials, equipment,
17 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
18 determining the custodianship of records.
19

20 **7. Audit & Inspections**

21 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
22 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
23 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
24 audit, examine, and make excerpts or transcripts of all relevant data.
25

26 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
27 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
28 requirements will constitute a violation of this Agreement and may result in the withholding of future
29 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
30 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
31 Part 200 subpart F.
32

33 **C. Reporting and Payment Procedures**

34 **1. Program Income**

35 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
36 activities carried out with CDBG funds made available under this Agreement. The use of program
37 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
38 way of further limitations, the Sub-recipient may use such income during the Agreement period for
39 activities permitted under this Agreement and shall reduce requests for additional funds by the
40 amount of any such program income balance on hand. All unused program income shall be
41 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
42 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
43
44

45 **2. Indirect costs**

46 If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for
47 determining the appropriate Sub-recipient's share of administrative costs and shall submit such
48 plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation
49 method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and
50 Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—
51 State/Local Government-wide Central Service Cost Allocation Plans, as applicable.
52

53 **3. Payment Procedure**

54 The Grantee will pay to the Sub-recipient funds available under this Agreement based upon
55 information submitted by the Sub recipient and consistent with any approved budget and Grantee
56 policy concerning payments. With the exception of certain advances, payments will be made for
eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash

requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

- a. Sub-recipients must avoid purchasing unnecessary items
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government
- c. Solicitations for goods and services provide for all of the following:
 1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
 5. Use the services and assistance, as appropriate, of such organizations as the Small

Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. *Compliance*

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. *Nondiscrimination*

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants*

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. *Section 504*

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. *Fair Housing*

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. *Benefits to Legal Resident Aliens*

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

5. EEO/AA Statement

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

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires

that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

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

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

b. Notifications

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

c. Subcontracts

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

d. Compliance with Fulton County Section 3 Plan

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

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

c. Content

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

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- d. Lobbying Certification

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

- e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

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

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1. Clean Air Act, 42 U.S.C., 7401, et seq.
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

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

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

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

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

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

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

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IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF EAST POINT, GEORGIA



Deana Holiday Ingraham, Mayor
City of East Point

FULTON COUNTY, GEORGIA

DocuSigned by:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST



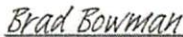
Keshia McCullough
City Clerk

DATE: 09/08/2021

SEAL:



APPROVED AS TO FORM:



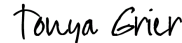
Brad Bowman (Sep 8, 2021 11:30 EDT)

Brad Bowman, City Attorney

DATE: 09/08/2021

ATTEST

DocuSigned by:



Tonya R. Grier, Clerk to the Commission

DocuSigned by:

DATE: 10/18/2021



SEAL:

APPROVED AS TO CONTENT:

DocuSigned by:



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Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:



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Office of the County Attorney

DATE: 10/18/2021

Fulton County Community Development Block Grant Program Attachment A- COVID Project Description City of East Point

The City of East Point, Georgia Community Development Block Grant- COVID-19 (CDBG-CV) Emergency Mortgage and Rental Assistance Program is designed to provide financial assistance to individuals and families who are delinquent in their mortgage or rental payments and who have experienced job loss or reduced income as a result of the COVID-19 pandemic. The program provides eligible households mortgage and rental assistance to low-to-moderate income residents who have been financially impacted directly as the result of the COVID-19 pandemic. Low-to-moderate income is defined as households earning 80% or less of Area Median Income (AMI) within Fulton County, Georgia. This program is subject to funding availability.

This program is only available to applicants who reside in the City of East Point, Georgia. The program will not issue payments directly to applicants; payments will be sent directly to landlords and mortgage companies, all of whom must be willing to participate in this program. Landlords must be able to provide the city with completed IRS W-9 forms or Social Security Numbers.

Applicants must meet income guidelines established by the U.S. Department of Housing and Urban Development (HUD). Income eligibility is based on gross income from all sources. Assistance will be provided on a month-to-month basis and will be contingent upon continued eligibility for the program. The maximum duration of assistance payments will not exceed the number of months as approved by HUD.

Eligible Income Limits (based on 80%* AMI) effective 7/1/2021

Number in Household	Income Limit
1	48,300
2	55,200
3	62,100
4	68,950
5	74,500
6	80,000
7	85,500
8	91,050

The submission of an application for assistance under this program does not constitute acceptance, meeting minimum qualification criteria, nor is it a guarantee of a program award. All information submitted will be individually verified and households who provide misleading or false information or who apply more than once for the program (even under a different family member) will be disqualified.

Distribution of Applications and Funds

- Applications will be accepted during until funds are exhausted. This is a one-time grant opportunity for eligible households.
- Residents will be awarded on a first come first serve basis **only**.
- Online applications can be found at City Hall **OR** can be downloaded and printed out **OR** completed on the City of East Point website.
- Applications submitted at any other location will not be considered. Applicants will receive a stamped dated receipt of an application.
- Submit copies of all verification documents; please do not submit originals. The City of East Point reserves the rights to inspect the original documents.
- Applications that are incomplete or missing verification documents will not be processed.
- Applications can be mailed, or a hard copy can be delivered at specified dates and times.

Drop Off Location

2757 East Point Street
East Point, GA 30344

- Applicants will be notified whether approved or denied for financial assistance.

Fulton County Community Development Block Grant Program
ATTACHMENT B: COVID Project Implementation Schedule
City of East Point

COVID ACTIVITY	TASKS QUALIFICATIONS	PROJECTED START DATE
<p>Applicant Document Checklist The information provided shall be kept confidential and used only for the purpose of determining eligibility for financial assistance. Components of a complete application process include: Application for Assistance completed and signed by the Renter/Homeowner(s). <input type="checkbox"/> Photo ID <input type="checkbox"/> Social Security Card</p> <p>OWNERS:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Act 91 Notice, Act 6 Notice, Reinstatement quote or monthly statement from lender showing the status of the mortgage. <input type="checkbox"/> Copies of utility Statements. <input type="checkbox"/> The homeowner holds legal or equitable title to the property as evidenced by a copy of the deed. <input type="checkbox"/> Provide current mortgage statement in the applicant's name. <input type="checkbox"/> The property is secured by a mortgage or other security interest in cases where the property is subject to monthly payments applied towards the mortgage balance. <input type="checkbox"/> The Mortgage(s) are in a first or second lien position and that require monthly mortgage payments. <input type="checkbox"/> Mortgage payments must have been current as of February 1, 2020. <input type="checkbox"/> The mortgage is at least 30 days delinquent and due between February 2020 and December 2020. <input type="checkbox"/> The mortgage is not in an active forbearance plan that allows the delinquency to be added to the end of the mortgage term (partial claim). <input type="checkbox"/> Provide proof of homeowner's insurance, and, when applicable, flood insurance. <input type="checkbox"/> As of January 1, 2020, be current on all real estate, school, and municipal taxes (or provide proof of a payment plan). <input type="checkbox"/> Property must be the homeowner's primary residence. <input type="checkbox"/> Property cannot be used in any part as a rental. 	<p>Must be legal resident in 1 of 53 participating communities. Have a household income less than 80% of the area median income, as defined by HUD</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inability to pay due to a temporary job loss, reduced work hours or other income hardship caused by COVID-19 pandemic, beginning March 10, 2020 or later. <input type="checkbox"/> The household has not received assistance from any other source for the same activity and time period as requested through this program. <input type="checkbox"/> Your landlord or property manager or mortgage company must agree to participate in the program. (No payments will be made directly to the applicant.) <input type="checkbox"/> This program provides a one-time grant for eligible households and covers the following areas: Mortgage and rental payments 	<p style="text-align: center;">September 2021</p>

<p>RENTERS:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Eviction notice or late payment notice from landlord. <input type="checkbox"/> Copy of Lease if in writing. <input type="checkbox"/> Copies of Utility statements. <p>ALL:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The property is located within the City of East Point. <input type="checkbox"/> Provide documentation of any payments received a result of any governmental response program due to COVID-19 (such as unemployment compensation). <input type="checkbox"/> Renters or Homeowner must have become unemployed after February 1, 2020 or had a decrease in their annual household income due to reduced work hours and wages since that time. Both must be a result of the COVID-19 pandemic. Note: Proof of unemployment (job loss) or reduction of income (compared to annual 2019 income) must be kept in each household file. <p>Verification of Income To determine if applicants are income eligible, City of East Point's staff shall review and verify income using the following (but not limited to):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pay stubs <input type="checkbox"/> SSI/SSDI benefit letters <input type="checkbox"/> Pension statements <input type="checkbox"/> Wage statements <input type="checkbox"/> Interest statements <input type="checkbox"/> Unemployment compensation statements <input type="checkbox"/> Tax returns, W-2 forms <input type="checkbox"/> Profit and loss statement from business <input type="checkbox"/> Child Support received 		
---	--	--

Fulton County Community Development Block Grant Program
ATTACHMENT C: COVID Cost Reimbursement Budget
City of East Point

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Admin – Project Delivery (Supplies, Copy material and Labor)	August 2021 Thru Project End Date	\$ 50,000	East Point
Mortgage & Rental Payments	August 2021 thru Project End Date	\$500,000	East Point
Total for Year 2021 – 2023		\$550,000	East Point

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Projections	Submission Date	Total Operating Budget
Admin - Equipment/Supplies/Labor	TBD	TBD	\$50,000
Mortgage & Rental Payments	TBD	TBD	\$500,000
TOTAL EXPENSES			\$550,000

Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of East Point – Emergency Rent and or Mortgage Assistance
Quarterly Performance Report

Municipality: City of East Point CDBG Funding Year: 2021

Project Name: Emergency Mortgage and or Rental Assistance

Administering Department: City of East Point

Reporting Period From: _____ To: _____

I. Project Status:

CDBG allocation amount: \$550,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

FY 2021 INCOME LIMITS SUMMARY								
As of July 1, 2021 Fulton County, GA FY 2021 Median Income \$86,200								
	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income Limits (30%) 0- 30%	\$18,100	\$20,700	\$23,300	\$25,850	\$27,950	\$30,000	\$32,100	\$34,150
Very Low Income Limits (50%) 31%- 50%	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900
Low Income Limits (60%) 51%- 60%	\$36,240	\$41,400	\$46,560	\$51,720	\$55,860	\$60,000	\$64,140	\$68,280
Low/Moderate Income Limits (80%) 61%- 80%	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000	\$85,500	\$91,050

FY 2021 Income Limit Category	Jan 1st – March 31st	April 1st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 60% Median Income)				
Low/Moderate Income (61%-80% Median Income))				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
--	--

Submitted by: _____
Name

Date: _____

Signature

Title: _____

Approved by: _____
Name

Date: _____

Title: _____

Signature _____

Fulton County Community Development Block Grant Program ATTACHMENT D2: Year End Performance Report

Municipality: City of East PointCDBG Funding Year: 2021Project Name: Emergency Mortgage and Rental AssistanceAdministering Department: City of East Point

Reporting Period From: _____ To: _____

I. *Project Status:*CDBG allocation amount: \$550,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments:

Actual Accomplishment:

Total Number of Beneficiaries:

Zip Code of Project Location:

Census Tract(s) and Block Groups Impacted:

Commission District(s) Impacted:

☐ District 1☐ District 2☐ District 3☐ District 4☐ District 5☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome 1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

Submitted by:

Name

Date:

Signature

Title:

Approved by:

Name

Date:

Signature

Title:

ATTACHMENT E
COVID- Emergency Assistance Program
Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

ATTACHMENT F
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2021

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1.	Sub-recipient activity being monitored (complete a separate checklist for each activity.)		
	CDBG Program Year Funding	Project No.	Project Description
			Amount of CDBG funds budgeted for this activity
2.	Eligibility		
	a.	Type of eligible activity:	
	b.	Regulatory citation:	
	c.	If this is a public service activity:	
		New activity	
		Quantifiable increase in an existing public service (describe documentation)	

3.	National Objective (check all that apply)	
	<input type="checkbox"/> Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	<input type="checkbox"/> Prevention and elimination of slums and blight	
a.	National objective justification (describe):	
b.	National objective file documentation reviewed during monitoring visit (describe):	
c.	National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion. 						
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year. 						
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain. </div> 						
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain. </div> 						
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>						
16.	If the answer to #14 is "yes", are the sub-recipient's written reports: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 55%;">Being submitted to the County in a timely manner?</td> <td style="width: 40%; text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Adequate in terms of the level of detail?</td> <td style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table>	a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes <input type="checkbox"/> No	b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes <input type="checkbox"/> No					
b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes <input type="checkbox"/> No					
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> If yes, explain. 						
18.	Are the recordkeeping requirements of the CDBG regulations being followed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 55%;">Eligibility documentation?</td> <td style="width: 40%; text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> <tr> <td style="text-align: center;">b.</td> <td>National objective documentation</td> <td style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table>	a.	Eligibility documentation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	b.	National objective documentation	<input type="checkbox"/> Yes <input type="checkbox"/> No
a.	Eligibility documentation?	<input type="checkbox"/> Yes <input type="checkbox"/> No					
b.	National objective documentation	<input type="checkbox"/> Yes <input type="checkbox"/> No					
19.	Has program income been generated by sub-recipient activities? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> If so, what is the process for tracking, reporting, and using program income? Is the use of program income consistent with the terms of the written agreement? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>						

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No	
21.	What sub-recipient staff members have responsibility for administering the project? 	
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.		
23.	Are financial records kept in accordance with CDBG administrative requirements?	
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?
	(1)	Retention Requirements (200.333) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Requests for Transfer of Records (200.334) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Methods for collection, transmission and storage of Information (200.335) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Restrictions on public access to records (200.337) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(5)	Reporting Requirements (200.327) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(6)	Monitoring and Reporting Performance (200.328) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(7)	Records on Source and application of funds <input type="checkbox"/> Yes <input type="checkbox"/> No
	(8)	Effective Control and accountability of funds, property and assets <input type="checkbox"/> Yes <input type="checkbox"/> No
	(9)	Comparison of expenditures with budget amounts for each Federal Grant <input type="checkbox"/> Yes <input type="checkbox"/> No
	(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)
	(1)	Effective internal controls (COSO)? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Evaluates and monitors compliance with federal regulations? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Prompt action for non-compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Safeguards to protect identifiable information designated Sensitive <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Written method for resolution of audit findings? <input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No	
25.	If yes, what types of professional services have been retained?	
	<u>Type of Service</u>	<u>Name of Contractor</u>

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Written definition of duties of key employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Formal system of authorization and supervision?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Separation of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Staff qualifications for accounting functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Comparison of financial records to actual assets and liabilities performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

35.	Does the sub-recipient's accounting system contain the following elements:			
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No			
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No			
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No			
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:			
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Describe areas of weakness:			
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:			
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.				
FINDINGS:				
1.				
2.				
3.				
4.				
5.				
6.				
(ATTACH ADDITIONAL SHEETS AS NECESSARY)				

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY Monitoring Finding / Concerns Clearance Process	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

ATTACHMENT G
SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
---	-------------------------------------	---

Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Member Information

First Names:	Member IDs (if 18 and over)	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older; S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE

Page 1 of 2

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY**Printed on:****Effective Date:****Beneficiary ID:**

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)**1. Income from wages, salaries, tips, etc.**

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. Business Income

Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest & Dividend Income

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Retirement & Insurance Income

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. Unemployment & Disability

Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. Welfare Assistance

Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:

- a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. Alimony, Child Support, & Gift

Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Armed Forces Income

All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS**General Category****Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)****1. Income of Children**

Income from employment of children (including foster children) under the age of 18 years.

2. Foster Care Payments

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. Inheritance and Insurance

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. Medical Expense Reimbursements

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. Income of Live-in Aides

Income of a live-in aide (as defined in 24 CFR 5.403).

6. Student Financial Aid

The full amount of student financial assistance paid directly to the student or to the educational institution.

7. "Hostile Fire" Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program

Income

- a. Amounts received under training programs funded by HUD.
- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Gifts

Temporary, nonrecurring, or sporadic income (including gifts).

10. Reparation Payments

Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. Income from Full-time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. Adoption Assistance Payments

Adoption assistance payments in excess of \$480 per adopted child.

13. Family Support Act Income

For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. Social Security & SSI Income

Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Property Tax Refunds

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24

CFR 5.609(c) apply, including:

- a. The value of the allotment made under the Food Stamp Act of 1977;
- b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
- e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
- g. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- j. Earned income tax credit;
- k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program


ATTACHMENT H: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of East Point
2	Subrecipient DUNS Number	073425514
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	\$550,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$550,000.00
8	Total Amount of the CDBG Federal Award	\$1,710,860.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for East Point income eligible residents with emergency assistance program due to COVID.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of East Point is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official X 	Applicant City of East Point
Title Mayor	Date 09/08/2021



**FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303**



**AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Palmetto
STATE OF GEORGIA, COUNTY OF FULTON**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants**

Federal Award Identification Number:	B-20-UW-13-0003
City of Palmetto DUNS Number:	021339015
Federal Award Date:	09/11/2020
Total Fulton County 2020 COVID CDBG Municipality Agreement: \$132,000.00	

THIS AGREEMENT entered this 19th day of May (month), 2021 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the City of Palmetto, Georgia (hereinafter called the "Sub-recipient").

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Sub-recipient to assist the Grantee in utilizing such funds as approved by the Fulton County Board of Commissioners on May 19th 2021 Agenda Item 21-0373; and

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

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient will be responsible for administering a CDBG-CV-3 Agreement for Fiscal Year 2021 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include a no cost Covid Test Kits for low to moderate income citizens. Services include no cost Covid Testing to residents of the City of Palmetto. The project will continue until all funded test kits are exhausted.

A copy of the complete scope of work is attached in ATTACHMENT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) is for low/moderate income persons with area benefit.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on May 19th 2021 and end on the 31st day of December 2023.

III. BUDGET

City of Palmetto shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-recipient Agreement shall not exceed **\$132,000**. **Expenses for eligible activities shall be retroactive to September 11, 2020**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	J. Clark Boddie, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Palmetto City Hall 509 Toombs Street Palmetto, Georgia 30268
Phone:	(404) 612-8077	(770) 463-3378
Email:	Kim.benjamin@fultoncountyga.gov	mayor@citypalmetto.com

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.

- Duplication of benefit does not include funding the same activity but should be the last in and the total costs must be documented to equal or exceed federal contributions from all sources.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to September 11, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

- a. Sub-recipients must avoid purchasing unnecessary items
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government
- c. Solicitations for goods and services provide for all of the following:
 1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

employees and applicants for employment.

5. EEO/AA Statement

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

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

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

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

b. Notifications

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

c. Subcontracts

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

d. Compliance with Fulton County Section 3 Plan

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution

of such agreement.

b. Monitoring

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

c. Content

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

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

d. **Lobbying Certification**

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

- e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. *Rights to Inventions Made under Contract or Agreement*

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. *Religious Organization*

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the

performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

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

C. Lead Based Paint

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

D. Historic Preservation

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

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

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF PALMETTO, GEORGIA

DocuSigned by:

J. Clark Boddie, Mayor

J. Clark Boddie, Mayor
City of Palmetto

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:

Cynthia Hanson

Cynthia Hanson
City Clerk

ATTEST

DocuSigned by:

Tonya Grier

Tonya R. Grier, Clerk to the Commission

DATE: 10/07/2021

DocuSigned by:

SEAL:



DATE: 10/18/2021

DocuSigned by:

SEAL:



APPROVED AS TO CONTENT:

Stanley Wilson

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

Dennis A. Davenport

Dennis A. Davenport, Attorney
City of Palmetto

DATE: 10/07/2021

APPROVED AS TO FORM:

DocuSigned by:

Denval Stewart

Denval Stewart
Office of the County Attorney

DATE: 10/18/2021

ATTACHMENT A- Project Description

City of Palmetto – Covid Test Kits

The Goal of this project is to provide no cost Covid Testing to residents of the City of Palmetto, GA. The City will partner with the locally based YourTown Healthcare System to sponsor 4 to 5 drive thru test events here in Palmetto as well as walk in events.

The drive thru test events will be held at the centrally located Veterans Park in the City of Palmetto. Test kits will be ordered prior to each event and will be stored at the YourTown Facility located at 643 Main Street in Palmetto until the test date. Utilizing a mobile testing venue, clinicians from YourTown Health will administer the test, collect the samples, ensure correct sample packaging and arrange for the collection and testing of kit contents. YourTown Healthcare will manage the results notifications of the persons tested. City of Palmetto Police and Fire Departments will provide site security, traffic management and emergency medical care for the duration of the event.

Public notification of the test events will be accomplished via City Website and Social Media, posting of flyers at public facilities including all City Buildings, Palmetto Post Office and Palmetto Library. Additional notifications will be made via YourTown Health media outlets and social media.

Utilizing the funds provided, the City will reimburse YourTown Healthcare for the cost of the test kits and their processing. City personnel will verify the number of test kits used at each test event to assure accuracy in billing. The project will continue until all funded test kits are exhausted.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Palmetto – Covid Test Kits

COVID ACTIVITY COVID 19 TESTING	TASKS	PROJECTED DATE
Update MOU with YourTown Healthcare	Review MOU document Meet with YourTown Executive Director Finalize document	May 19 th 2021 – December 31 st 2023
Select Type of Test Kits	Discuss with YourTown clinicians the availability of test kits. Determine projected results return timeframes. Order test kits Verify receipt of ordered test kits.	August 15, 2021
Select Testing Dates	Coordinate proposed test dates with YourTown Healthcare	TBD
Provide Public Notice of Test Dates and Locations	Develop event flyer for publication and distribution. Post event flyer on City Website and social media. Distribute and post flyers at public venues.	15 days prior to each testing event
Conduct Test Events	Assure adequate staffing and supplies Monitor site for security and safety issues Maintain accurate count of test participants Secure unused test kits	Day of event
Administrative Tasks	Verify test kits used versus invoice Verify notification of test results to participants Process invoice through City of Palmetto Vendor System Submit documentation and request for reimbursement to Fulton County. Provide Performance Reports as required. Maintain Grant file.	15 business days post testing event

Fulton County Community Development Block Grant Program
ATTACHMENT C: Cost Reimbursement Budget
City of Palmetto – Covid Test Kits

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Covid Test Kits	May 19 th 2021 – December 31 st 2023	\$132,000	Palmetto
Total for Year 2020 – 2021			\$ 132,000.00

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Projections	Submission Date	Total Operating Budget
Covid 19 Test Kits	\$120,000.00	September 11 th , 2022	\$132,000.00
TOTAL EXPENSES	\$120,000.00		\$132,000.00

ATTACHMENT D: Quarterly Performance Report City of Palmetto – Covid Test Kits

Municipality: City of PalmettoCDBG Funding Year: 2021Project Name: Covid Test KitsAdministering Department: City of Palmetto

Reporting Period From: _____ To: _____

I. Project Status:CDBG allocation amount: \$132,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

FY 2021 INCOME LIMITS SUMMARY								
As of July 1, 2021 Fulton County, GA FY 2021 Median Income \$86,200								
	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income Limits (30%) 0- 30%	\$18,100	\$20,700	\$23,300	\$25,850	\$27,950	\$30,000	\$32,100	\$34,150
Very Low Income Limits (50%) 31%- 50%	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900
Low Income Limits (60%) 51%- 60%	\$36,240	\$41,400	\$46,560	\$51,720	\$55,860	\$60,000	\$64,140	\$68,280
Low/Moderate Income Limits (80%) 61%- 80%	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000	\$85,500	\$91,050

FY 2021 Income Limit Category	Jan 1st – March 31st	April 1st – June 30 th	July 1st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 60% Median Income)				
Low/Moderate Income (61%-80% Median Income))				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity

Submitted by:

Name _____

Date: _____

Signature _____

Title: _____

Approved by:

Name _____

Date: _____

Signature _____

Title: _____

ATTACHMENT D2: Year End Performance ReportMunicipality: City of PalmettoCDBG Funding Year: 2021Project Name: Covid Test KitsAdministering Department: City of Palmetto

Reporting Period From: _____ To: _____

I. Project Status:CDBG allocation amount: \$132,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted:

€ District 1

€ District 2

€ District 3

€ District 4

€ District 5

€ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome 1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	€ Accessibility for the purpose of creating Suitable Living Environments	€ Affordability for the purpose of creating Suitable Living Environments	€ Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	€ Accessibility for the purpose of providing Decent Housing	€ Affordability for the purpose of providing Decent Housing	€ Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	€ Accessibility for the purpose of creating Economic Opportunities	€ Affordability for the purpose of creating Economic Opportunities	€ Sustainability for the purpose of creating Economic Opportunities

Submitted by:

Name _____

Date: _____

Signature _____

Title: _____

Approved by:

Name _____

Date: _____

Signature _____

Title: _____

ATTACHMENT E
COVID- Emergency Assistance Program
Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

ATTACHMENT F
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2021

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1.	Sub-recipient activity being monitored (complete a separate checklist for each activity.)			
	CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity
2.	Eligibility			
	a.	Type of eligible activity:		
	b.	Regulatory citation:		
	c.	If this is a public service activity:		
		New activity		
		Quantifiable increase in an existing public service (describe documentation)		

3.	National Objective (check all that apply)	
	Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	Prevention and elimination of slums and blight	
	a.	National objective justification (describe):
	b.	National objective file documentation reviewed during monitoring visit (describe):
c.	National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.		
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.		
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No		
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:		
a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.		
18.	Are the recordkeeping requirements of the CDBG regulations being followed:		
a.	Eligibility documentation? <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.	National objective documentation <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19.	Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	If so, what is the process for tracking, reporting, and using program income?		
	Is the use of program income consistent with the terms of the written agreement?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No	
21.	What sub-recipient staff members have responsibility for administering the project? 	
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.		
23.	Are financial records kept in accordance with CDBG administrative requirements?	
	a. Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
	(1)	Retention Requirements (200.333) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Requests for Transfer of Records (200.334) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Methods for collection, transmission and storage of Information (200.335) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Restrictions on public access to records (200.337) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(5)	Reporting Requirements (200.327) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(6)	Monitoring and Reporting Performance (200.328) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(7)	Records on Source and application of funds <input type="checkbox"/> Yes <input type="checkbox"/> No
	(8)	Effective Control and accountability of funds, property and assets <input type="checkbox"/> Yes <input type="checkbox"/> No
	(9)	Comparison of expenditures with budget amounts for each Federal Grant <input type="checkbox"/> Yes <input type="checkbox"/> No
	(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles <input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Internal controls (200.303)	
	(1)	Effective internal controls (COSO)? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Evaluates and monitors compliance with federal regulations? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Prompt action for non-compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Safeguards to protect identifiable information designated Sensitive <input type="checkbox"/> Yes <input type="checkbox"/> No
	c. (1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	(2)	Written method for resolution of audit findings? <input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No	
25.	If yes, what types of professional services have been retained?	
	<u>Type of Service</u>	<u>Name of Contractor</u>

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Written definition of duties of key employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Formal system of authorization and supervision?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Separation of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Staff qualifications for accounting functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Comparison of financial records to actual assets and liabilities performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

35.	Does the sub-recipient's accounting system contain the following elements:			
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No			
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No			
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No			
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:			
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Describe areas of weakness:			
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:			
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.				
FINDINGS:				
1.				
2.				
3.				
4.				
5.				
6.				
(ATTACH ADDITIONAL SHEETS AS NECESSARY)				

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

<div>FULTON COUNTY</div> <div>CDBG SUB-RECIPIENT MONITORING POLICY</div> <div>Monitoring Finding / Concerns Clearance Process</div>	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director

Fulton County Community Development Department

ATTACHMENT G
SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:**Effective Date:**

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
---	-------------------------------------	---

Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
-------------------	--

Member Information

First Names:	Member IDs (if 18 and over)	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older; S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE**Page 1 of 2**

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on: *Effective Date:*

Beneficiary ID:

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)**1. Income from wages, salaries, tips, etc.**

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. Business Income

Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest & Dividend Income

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Retirement & Insurance Income

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. Unemployment & Disability

Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. Welfare Assistance

Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:

- a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. Alimony, Child Support, & Gift

Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Armed Forces Income

All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS**General Category****Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)****1. Income of Children**

Income from employment of children (including foster children) under the age of 18 years.

2. Foster Care Payments

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. Inheritance and Insurance

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. Medical Expense Reimbursements

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. Income of Live-in Aides

Income of a live-in aide (as defined in 24 CFR 5.403).

6. Student Financial Aid

The full amount of student financial assistance paid directly to the student or to the educational institution.

7. "Hostile Fire" Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program

Income

- a. Amounts received under training programs funded by HUD.
- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Gifts

Temporary, nonrecurring, or sporadic income (including gifts).

10. Reparation Payments

Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. Income from Full-time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. Adoption Assistance Payments

Adoption assistance payments in excess of \$480 per adopted child.

13. Family Support Act Income

For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. Social Security & SSI Income

Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Property Tax Refunds

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24

CFR 5.609(c) apply, including:

- a. The value of the allotment made under the Food Stamp Act of 1977;
- b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
- e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 92 Stat. 1785);
- g. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- j. Earned income tax credit;
- k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program

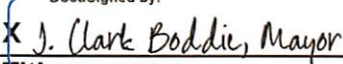
ATTACHMENT H: 2 CFR Part 200

The CDBG Sub-recipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Sub-recipient Name	City of Palmetto
2	Sub-recipient DUNS Number	021339015
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	\$132,000.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient	\$132,000.00
8	Total Amount of the CDBG Federal Award	\$1,710,860.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of Palmetto income eligible residents in need of emergency assistance program due to COVID.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub-recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the sub-recipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the sub-recipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the sub-recipient and the Federal government or a negotiated rate between the pass-through entity and the sub-recipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for sub-recipients."

17	Requirement that the sub-recipient permit the pass-through entity and auditors to have access to the sub-recipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Palmetto is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Sub-recipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Sub-recipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for sub-recipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Sub-recipient's performance meets CDBG program requirements and assists to improve the Sub-recipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Sub-recipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official DocuSigned by:  X J. Clark Boddie, Mayor	Applicant City of Palmetto
Title ABBE6C771CCF412... Mayor	Date 10/07/2021



FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303



AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of College Park
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-20-UW-13-0003

City of College Park DUNS Number: 079378865

Federal Award Date: 09/11/2020

Total Fulton County 2020 COVID CDBG Municipality Agreement: \$110,000.00

THIS AGREEMENT entered this 19th day of May (month), 2021 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the City of College Park, Georgia (hereinafter called the "Sub-recipient").

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Sub-recipient to assist the Grantee in utilizing such funds as approved by the Fulton County Board of Commissioners on May 19th 2021 Agenda Item 21-0373; and

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

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient will be responsible for administering a CDBG-CV-3 Agreement for Fiscal Year 2021 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include a Utility Assistance Program for low to moderate income citizens. Services include assistance for past-due utility payments because of a temporary job loss, reduction in work hours or other income hardship for

citizens impacted by the COVID-19 pandemic. Funds will be distributed until funds are exhausted to all households determined to be eligible.

A copy of the complete scope of work is attached in ATTACHMENT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) is for low/moderate income persons with area benefit.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on May 19th 2021 and end on the 31st day of December 2023.

III. BUDGET

City of College Park shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-recipient Agreement shall not exceed \$110,000. Expenses for eligible activities shall be retroactive to September 11, 2020. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Bianca Motley Broom, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of College Park City Hall 3667 Main Street College Park, Georgia 30337
Phone:	(404) 612-8077	(404) 767-1537
Email:	Kim.benjamin@fultoncountyga.gov	bmotleybroom@collegeparkga.com

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.
- Duplication of benefit does not include funding the same activity but should be the last in and the total costs must be documented to equal or exceed federal contributions from all sources.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to September 11, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-

1 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
2 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
3 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
4 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
5 termination of this Agreement, even if the County terminates the Agreement for its convenience.
6

7 **D. Worker's Compensation**

8
9 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
10 the performance of this Agreement.
11

12 **E. Insurance and Bonding**

13
14 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
15 theft, fraud and /or undue physical damage.
16

17 **F. Grantor Recognition**

18
19 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
20 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
21 prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the
22 support provided herein in all publications made possible with funds made available under this
23 Agreement.
24

25 **G. Amendments**

26
27 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
28 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
29 representative of both organizations, and approved by the Grantee's governing body. Such
30 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
31 from its obligations under this Agreement.
32

33 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
34 governmental guidelines, policies and available funding amounts, or for other reasons. If such
35 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
36 undertaken as part of this Agreement, such modifications will be incorporated only by written
37 amendment signed by both Grantee and Sub-recipient.
38

39 **H. Suspension or Termination**

40
41 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
42 if the Sub-recipient materially fails to comply with any term of the award and the award may be
43 terminated for convenience.
44

45 Either party may terminate this Agreement at any time by giving written notice to the other party of such
46 termination and specifying the effective date there of at least 30 days before this effective date of such
47 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
48 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
49 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
50 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
51 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
52 compensation for any satisfactory work completed on such documents or materials prior to the
53 termination.
54

55 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
56 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or

provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.

Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—

State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

- a. Sub-recipients must avoid purchasing unnecessary items
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government
- c. Solicitations for goods and services provide for all of the following:
 1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
 2. Make information on forthcoming opportunities available and arrange time frames for

- purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statuses with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

employees and applicants for employment.

5. EEO/AA Statement

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

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

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

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

b. Notifications

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

c. Subcontracts

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

d. Compliance with Fulton County Section 3 Plan

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution

of such agreement.

b. Monitoring

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

c. Content

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

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

d. **Lobbying Certification**

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

- e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the

performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

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

C. Lead Based Paint

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

D. Historic Preservation

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

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

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

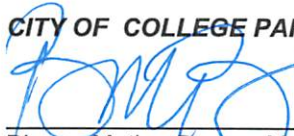
XII. SEVERABILITY

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF COLLEGE PARK, GEORGIA



Bianca Motley-Broom, Mayor
City of College Park

FULTON COUNTY, GEORGIA

DocuSigned by:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST



Shavala Moore
City Clerk

ATTEST

DocuSigned by:



EEC476C4837648D...

Tonya R. Grier, Clerk to the Commission

DATE:

10/5/2021

SEAL:

DATE: 10/21/2021

DocuSigned by:

SEAL:



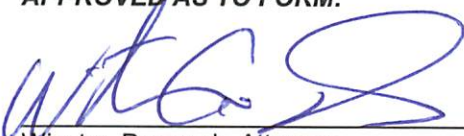
APPROVED AS TO CONTENT:

DocuSigned by:



Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:



Winston Denmark, Attorney
City of College Park

DATE:

10/5/2021

APPROVED AS TO FORM:

DocuSigned by:



Derval Stewart
Office of the County Attorney

DATE: 10/19/2021

Fulton County Community Development Block Grant Program ATTACHMENT A- COVID 3 UTILITY ASSISTANCE PHASE II City of College Park

Fulton County and College Park is dedicating more than \$100,000 dollars in Community Development Block Grant (CDBG) funding, from the federal Coronavirus Aid Relief and Economic Security (CARES) Act, for eligible College Park residents to pay past-due utility payments because of a temporary job loss, reduction in work hours or other income hardship caused by the COVID-19 pandemic. The CDBG grant program is through the U.S. Department of Housing and Urban Development (HUD).

Payments for grant will be made by College Park on behalf of a qualified household based on a maximum amount determined by available funding and total number of qualified households seeking assistance. This program is designed to assist low income households whose gross household income is less than 80% of the Area Median Income (AMI) as defined by HUD.

Household Income Eligibility

Persons Per Household	Maximum Income Limits
-----------------------	-----------------------

1	\$44,000
2	\$50,250
3	\$56,550
4	\$62,800
5	\$67,850
6	\$72,850
7	\$77,900
8	\$82,900

Distribution of Applications and Funds

Funds will be distributed as follows:

- Households may email their application or drop off a hardcopy at designated locations.
- Applications will be accepted, reviewed, verified, and applicants will be notified if they are pending more information, approved or disapproved for eligibility.
- Funds will be distributed until funds are exhausted to all households determined to be eligible.

Fulton County Community Development Block Grant Program

ATTACHMENT B: COVID 3 Utility Assistance Phase II Schedule

City of College Park

COVID ACTIVITY	TASKS Qualification Overview	PROJECTED DATE
<p>Applicant Document Checklist The information provided shall be kept confidential and used only for the purpose of determining eligibility for financial assistance. Components of a complete application process include:</p> <ul style="list-style-type: none"> • Completed Application • Third-Party Authorization and Waiver of Confidentiality • State of Georgia Photo ID (must match the address on the lease/mortgage) • Active Lease Agreement, including an agreement to rent month-to-month if expired • Notice to Quit or other written documentation of amount of rent owed • Most recent mortgage statement • Most recent utility bills • Most recent Bank Statements • Verification of all sources of Income. Examples include: <ul style="list-style-type: none"> ○ Pay Stubs (1 month) ○ Unemployment Award Letter ○ Social Security, Disability or Social Security Income Award Letter ○ Verification of Pension ○ Verification of Child Support/Alimony ○ Veteran's Benefit ○ Worker's Compensation Statement ○ Self-employment – Year to date Profit/Loss and last two years income tax 	<ul style="list-style-type: none"> • Must be a legal resident in 1 of 53 participating communities. Have a household income less than 80% of the area median income, as defined by HUD • Inability to pay due to a temporary job loss, reduced work hours or other income hardship caused by COVID-19 pandemic, beginning March 10, 2020 or later • The household has not received assistance from any other source for the same activity and time period as requested through this program • Your landlord or property manager or mortgage company must agree to participate in the program. (No payments will be made directly to the applicant.) • This program provides grants for eligible households and covers the following areas: <ul style="list-style-type: none"> ○ Utility payment (gas, electric, water and sewer). • Household liquid assets (e.g., savings, checking, cash) are limited to \$10,000 	<p style="text-align: center;">May 19th 2021 thru December 31st 2023</p>

Fulton County Community Development Block Grant Program
ATTACHMENT C: COVID 3 Utility Assistance Phase II Cost
Reimbursement Budget
City of College Park

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Contract Administration Utility Assistance Reimbursements	May 19 th 2021 – December 31 st 2023	\$ 110,000	College Park
Total for Year 2021-2022			\$ 110,000

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Projections	Submission Date	Total Operating Budget
▪ Utility Assistance Reimbursements		December 2022	\$110,000
TOTAL EXPENSES			\$110,000

ATTACHMENT D: Quarterly Performance Report City of College Park – Covid 3 Utility Assistance

Municipality: City of College Park CDBG Funding Year: 2021

Project Name: Covid 3 Utility Assistance Phase II

Administering Department: City of College Park

Reporting Period From: _____ To: _____

I. Project Status:

CDBG allocation amount: \$110,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

FY 2021 INCOME LIMITS SUMMARY								
As of July 1, 2021 Fulton County, GA FY 2021 Median Income \$86,200 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income Limits (30%) 0- 30%	\$18,100	\$20,700	\$23,300	\$25,850	\$27,950	\$30,000	\$32,100	\$34,150
Very Low Income Limits (50%) 31%- 50%	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900
Low Income Limits (60%) 51%- 60%	\$36,240	\$41,400	\$46,560	\$51,720	\$55,860	\$60,000	\$64,140	\$68,280
Low/Moderate Income Limits (80%) 61%- 80%	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000	\$85,500	\$91,050

FY 2021 Income Limit Category	Jan 1st – March 31st	April 1st – June 30 th	July 1st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 60% Median Income)				
Low/Moderate Income (61%-80% Median Income))				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity

Submitted by:

Name

Date: _____

Signature

Title: _____

Approved by:

Name

Date: _____

Signature

Title: _____

ATTACHMENT D2: Year End Performance Report

Municipality: City of College ParkCDBG Funding Year: 2021Project Name: Covid 3 Utility Assistance Phase IIAdministering Department: City of College Park

Reporting Period From: _____ To: _____

I. *Project Status:*CDBG allocation amount: \$110,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Commission District(s) Impacted:

€ District 1

€ District 2

€ District 3

€ District 4

€ District 5

€ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome 1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	€ Accessibility for the purpose of creating Suitable Living Environments	€ Affordability for the purpose of creating Suitable Living Environments	€ Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	€ Accessibility for the purpose of providing Decent Housing	€ Affordability for the purpose of providing Decent Housing	€ Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	€ Accessibility for the purpose of creating Economic Opportunities	€ Affordability for the purpose of creating Economic Opportunities	€ Sustainability for the purpose of creating Economic Opportunities

Submitted by:

Name _____

Date: _____

Signature _____

Title: _____

Approved by:

Name _____

Date: _____

Signature _____

Title: _____

ATTACHMENT E
COVID- Emergency Assistance Program
Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

ATTACHMENT F
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2021

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1.	Sub-recipient activity being monitored (complete a separate checklist for each activity.)			
	CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity
2.	Eligibility			
	a.	Type of eligible activity:		
	b.	Regulatory citation:		
	c.	If this is a public service activity:		
		New activity		
		Quantifiable increase in an existing public service (describe documentation)		

3.	National Objective (check all that apply)	
	Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	Prevention and elimination of slums and blight	
	a.	National objective justification (describe):
	b.	National objective file documentation reviewed during monitoring visit (describe):
c.	National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.		
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.		
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No		
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:		
a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.		
18.	Are the recordkeeping requirements of the CDBG regulations being followed:		
a.	Eligibility documentation? <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.	National objective documentation <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19.	Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	If so, what is the process for tracking, reporting, and using program income?		
	Is the use of program income consistent with the terms of the written agreement?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No	
21.	What sub-recipient staff members have responsibility for administering the project? 	
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.		
23.	Are financial records kept in accordance with CDBG administrative requirements?	
	a. Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
	(1)	Retention Requirements (200.333) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Requests for Transfer of Records (200.334) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Methods for collection, transmission and storage of Information (200.335) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Restrictions on public access to records (200.337) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(5)	Reporting Requirements (200.327) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(6)	Monitoring and Reporting Performance (200.328) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(7)	Records on Source and application of funds <input type="checkbox"/> Yes <input type="checkbox"/> No
	(8)	Effective Control and accountability of funds, property and assets <input type="checkbox"/> Yes <input type="checkbox"/> No
	(9)	Comparison of expenditures with budget amounts for each Federal Grant <input type="checkbox"/> Yes <input type="checkbox"/> No
	(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles <input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Internal controls (200.303)	
	(1)	Effective internal controls (COSO)? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Evaluates and monitors compliance with federal regulations? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Prompt action for non-compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Safeguards to protect identifiable information designated Sensitive <input type="checkbox"/> Yes <input type="checkbox"/> No
	c. (1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	(2)	Written method for resolution of audit findings? <input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No	
25.	If yes, what types of professional services have been retained?	
	<u>Type of Service</u>	<u>Name of Contractor</u>

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Written definition of duties of key employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Formal system of authorization and supervision?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Separation of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Staff qualifications for accounting functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Comparison of financial records to actual assets and liabilities performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

35.	Does the sub-recipient's accounting system contain the following elements:			
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No			
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No			
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No			
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:			
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Describe areas of weakness:			
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:			
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.				
FINDINGS:				
1.				
2.				
3.				
4.				
5.				
6.				
(ATTACH ADDITIONAL SHEETS AS NECESSARY)				

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

<p style="text-align: center;">FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY Monitoring Finding / Concerns Clearance Process</p>	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

 Stanley Wilson, Director
 Fulton County Community Development Department

ATTACHMENT G
SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:**Effective Date:**

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
---	-------------------------------------	---

Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Member Information

First Names:	Member IDs (if 18 and over)	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older;
 S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE**Page 1 of 2**

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on: *Effective Date:*

Beneficiary ID:

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Part Five Income Determinations

General Category INCLUSIONS

Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)

1. Income from wages, salaries, tips, etc.

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. Business Income

Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest & Dividend Income

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Retirement & Insurance Income

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. Unemployment & Disability

Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. Welfare Assistance

Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:

- a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. Alimony, Child Support, & Gift

Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Armed Forces Income

All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS

General Category

Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)

1. Income of Children

Income from employment of children (including foster children) under the age of 18 years.

2. Foster Care Payments

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. Inheritance and Insurance

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. Medical Expense Reimbursements

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. Income of Live-in Aides

Income of a live-in aide (as defined in 24 CFR5.403).

6. Student Financial Aid

The full amount of student financial assistance paid directly to the student or to the educational institution.

7. "Hostile Fire" Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program

Income

- a. Amounts received under training programs funded by HUD.
- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Gifts

Temporary, nonrecurring, or sporadic income (including gifts).

10. Reparation Payments

Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. Income from Full-time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. Adoption Assistance Payments

Adoption assistance payments in excess of \$480 per adopted child.

13. Family Support Act Income

For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. Social Security & SSI Income

Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Property Tax Refunds

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:

- a. The value of the allotment made under the Food Stamp Act of 1977;
- b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
- e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
- g. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- j. Earned income tax credit;
- k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program


ATTACHMENT H: 2 CFR Part 200

The CDBG Sub-recipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Sub-recipient Name	City of College Park
2	Sub-recipient DUNS Number	079378865
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	\$110,000.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient	\$110,000.00
8	Total Amount of the CDBG Federal Award	\$1,710,860.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of College Park income eligible residents in need of emergency assistance program due to COVID.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub-recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the sub-recipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the sub-recipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the sub-recipient and the Federal government or a negotiated rate between the pass-through entity and the sub-recipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for sub-recipients."

17	Requirement that the sub-recipient permit the pass-through entity and auditors to have access to the sub-recipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of College Park is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Sub-recipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Sub-recipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for sub-recipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Sub-recipient's performance meets CDBG program requirements and assists to improve the Sub-recipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Sub-recipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official 	Applicant City of College Park
Title Mayor	Date 10/4/2021



FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303



AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Union City
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-20-UW-13-0003
City of Union City's DUNS Number: 080632276
Federal Award Date: 09/11/2020
Total Fulton County 2020 COVID CDBG Municipality Agreement: \$385,000.00

THIS AGREEMENT entered this **19th** day of May month), **2021** (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the Union City, Georgia** (hereinafter called the "Sub-recipient").

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Sub-recipient to assist the Grantee in utilizing such funds as approved by the Fulton County Board of Commissioners on May 19th 2021 Agenda Item 21-0373; and

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

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient will be responsible for administering a CDBG-CV-3 Agreement for Fiscal Year 2021 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include Mortgage and Rental assistance to the citizens. Services include providing financial assistance for Mortgage and Rental payments to low to moderate income individuals and families who reside in the City of Union City and have experienced a loss in income or a related hardship due to the Covid-19. The program is expected to continue until funds are exhausted.

A copy of the complete scope of work is attached in ATTACHMENT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) is for low/moderate income persons with area benefit.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on May 19th 2021 and end on the 31st day of December 2023.

III. BUDGET

City of Union City shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-recipient Agreement shall not exceed **\$385,000.00. Expenses for eligible activities shall be retroactive to September 11, 2020.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lonnie Ferguson, Director
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Union City 5047 Union Street Union City, Georgia 30291
Phone:	(404) 612-8077	(770) 964-2120
Email:	Kim.benjamin@fultoncountyga.gov	lferguson@unioncityga.org

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.

- Duplication of benefit does not include funding the same activity but should be the last in and the total costs must be documented to equal or exceed federal contributions from all sources.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to September 11, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards*

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. *Internal Controls*

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. *Cost Principles*

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. *Records to be maintained*

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. *Retention*

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. *Client Data*

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. **Payment Procedure**

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. **Progress Report**

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. **Procurement**

1. **Compliance**

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. **All procurement must comply with 2 CFR Part 200 Subpart D.**

- a. Sub-recipients must avoid purchasing unnecessary items
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government
- c. Solicitations for goods and services provide for all of the following:
 1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business

enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

- e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

- g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
 1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
 4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
- h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement

program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

1 **X. Personnel and Participant Conditions**

2
3 **A. Civil Rights**

4
5 **1. Compliance**

6 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
7 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
8 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
9 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
10 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
11 by Executive Order 11375 and 12086.

12
13 **2. Nondiscrimination**

14 The Sub-recipient will not discriminate against any employee or applicant for employment because
15 of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age,
16 marital/familial statuses with regard to public assistance. The Sub recipient will take affirmative
17 actions to insure that all employment practices are free from such discrimination. Such employment
18 practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment
19 or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and
20 selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous
21 places, available to employees and applicants for employment, notices to be provided by the
22 contracting agency setting forth the provisions of this nondiscrimination clause.

23
24 **3. Land Covenants**

25 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-
26 352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired,
27 cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause
28 or require a covenant running with the land to be inserted in the deed or lease for such transfer,
29 prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy
30 of such land, or in any improvements erected or to be erected thereon, providing that the Grantee
31 and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-
32 recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take
33 such measures as are necessary to enforce such covenant and will not itself so discriminate.

34
35 **4. Section 504**

36 The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance
37 with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination
38 against the handicapped in any Federal assisted program. The Grantee shall provide the Sub
39 recipient with any guidelines necessary for compliance with that portion of the regulations in force
40 during the term of this Agreement.

41
42 **5. Fair Housing**

43 The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42
44 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of
45 Housing and Urban Development requires that grantees administer all programs and activities
46 related to housing and community development in a manner to affirmatively further the policies of
47 the Fair Housing Act.

48
49 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
50 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
51 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
52 County's fair housing certification. This provision is required because noncompliance by a unit of
53 general local government included in an urban county may constitute noncompliance by the
54 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
55 actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

employees and applicants for employment.

5. EEO/AA Statement

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

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located.”

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

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

b. Notifications

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

c. Subcontracts

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

d. Compliance with Fulton County Section 3 Plan

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution

1 of such agreement.

2
3 **b. Monitoring**

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

7
8 **c. Content**

9 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
10 in and made a part of any subcontract executed in the performance of this Agreement.

11
12 **d. Selection Process**

13 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
14 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
15 subcontracts shall be forwarded to the Grantee along with documentation concerning the
16 selection process.

17
18 **3. Hatch Act**

19 The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement,
20 shall be in any way or to any extent engaged in the conduct of political activities in violation of
21 Chapter 15 of Title V United States Code.

22
23 **4. Conflict of Interest**

24 The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts
25 of interest, and covenants that it presently has no financial interest and shall not acquire any
26 financial interest, direct or indirect, which would conflict in any manner or degree with the
27 performance of services required under this Agreement. The Sub-recipient further covenants that
28 in the performance of the Agreement no person having such a financial interest shall be employed
29 or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any
30 person who is an employee, agent, consultant, officer, or elected official or appointed official of the
31 Grantee, or of any designated public agencies or sub recipients which are receiving funds under
32 the CDBG Entitlement program.

33
34 **5. Lobbying**

35
36 The Sub-recipient hereby certifies that:

- 37
- 38 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
39 person for influencing or attempting to influence an officer or employee or an agency, a
40 member of Congress, an officer or employee of Congress, or an employee of a member of
41 Congress in connection with the awarding of any Federal contract, the making of any Federal
42 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
43 the extension, continuation, renewal, amendment, or modification of any Federal contract,
44 grant, loan or cooperative agreement.
 - 45 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
46 person for influencing or attempting to influence an officer or employee of any agency, a
47 member of Congress, an officer or employee of Congress, or an employee of a Member of
48 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
49 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
50 accordance with its instruction.
 - 51
52 c. It will require that the language of paragraph (d) of this certification be included in the award
53 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
54 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
55 disclose accordingly.
- 56

d. **Lobbying Certification**

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

- e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the

performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

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

C. Lead Based Paint

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

D. Historic Preservation

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

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

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.


CITY OF UNION CITY, GEORGIA

DocuSigned by:


Vince Williams, Mayor
City of Union City


FULTON COUNTY, GEORGIA

DocuSigned by:


Robert L. Pitts, Chairman
Fulton County Board of Commissioners

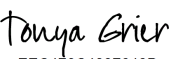
ATTEST

DocuSigned by:


Shandrella Jewett
City Clerk

ATTEST

DocuSigned by:


Tonya R. Grier, Clerk to the Commission

DATE: 01/07/2022

DocuSigned by:

SEAL:



DATE: 01/24/2022

SEAL:

APPROVED AS TO CONTENT:


Stanley Wilson, Director
Department of Community Development

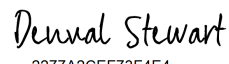
APPROVED AS TO FORM:

DocuSigned by:


Dennis Davenport, City Attorney

APPROVED AS TO FORM:

DocuSigned by:


Denval Stewart
Office of the County Attorney

DATE: 01/10/2022

DATE: 01/17/2022

City of Union City – Mortgage and Rental Assistance Program Quarterly Performance Report

Municipality: City of Union City CDBG Funding Year: 2021

Project Name: Mortgage and Rental Assistance Program.

Administering Department: City of Union City

Reporting Period From: _____ To: _____

I. Project Status:

CDBG allocation amount: \$385,000.00

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

FY 2021 INCOME LIMITS SUMMARY								
As of July 1, 2021 Fulton County, GA FY 2021 Median Income \$86,200								
	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income Limits (30%) 0- 30%	\$18,100	\$20,700	\$23,300	\$25,850	\$27,950	\$30,000	\$32,100	\$34,150
Very Low Income Limits (50%) 31%- 50%	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900
Low Income Limits (60%) 51%- 60%	\$36,240	\$41,400	\$46,560	\$51,720	\$55,860	\$60,000	\$64,140	\$68,280
Low/Moderate Income Limits (80%) 61%- 80%	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000	\$85,500	\$91,050

FY 2021 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 60% Median Income)				
Low/Moderate Income (61%-80% Median Income))				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
---	--

Submitted by:

Name

Date:

Signature

Title:

Approved by:

Name

Date:

Signature

Title:

ATTACHMENT A- Project Description

City of Union City – Mortgage and Rental Assistance Program

Union City's Mortgage and Rental Assistance Program will provide financial assistance to low to moderate income individuals and families whom reside in the City of Union City and have experienced a loss in income or a related hardship due to the Covid-19 pandemic.

The City plans to partner with a reputable organization to help implement and manage the overall day-to-day operations of the program. The managing partner will be required to provide City staff with monthly status reports to ensure the goals and expectations of the program are met.

Residents will be notified of the program through the city's website, social media outlets, and flyers which will be posted throughout City buildings.

A total of \$385,000 has been requested for the program. Of that amount, the City has allocated \$52,500 for a Consultant/Contract Services with the remainder of funds in the amount of \$332,500, allocated to Mortgage and Rental assistance. The program is expected to continue until funds have been exhausted not to extend beyond a year from the start of the project date.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Union City – Mortgage and Rental Assistance Program

ACTIVITIES	TASKS	PROJECTED DATE
Determine which organization will manage the City's Mortgage and Rental Assistance Program	Present options to Mayor and Council at the next Council meeting for a final decision	October 19, 2021
Project kick-off meeting	Meet with selected organization to discuss expectations, marketing, and overall project implementation plan	November 1, 2021
Provide public notice of the program	Marketing; list program details on the city's website, social media outlets, distribute and post flyers throughout City buildings etc.	November 15, 2021
Mortgage and Rental payments disbursed	Citizens submit application along with supporting documentation to managing organization Upon approval, payments are disbursed to Landlord/Mortgage companies	November 2021 until funds are exhausted up to a year from project start date
City Administrative Tasks	Retrieve monthly reports from managing partner for status updates Process invoices Submit reimbursement requests to Fulton County Manage and maintain grant file	On-going until project end date

Fulton County Community Development Block Grant Program
ATTACHMENT C: Cost Reimbursement Budget
City of Union City – Mortgage and Rental Assistance Program

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Consultant/Contract Services		\$52,500	\$0
Mortgage and Rental Assistance	May 19th 2021 – December 31st 2023	\$332,500	\$0
Total for Year 2021 – 2022		\$ 385,000	\$0

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	November 2021 - November 2022 Projections	Submission Date	Total Operating Budget
Consultant/Contract Services	\$52,500	September 11th 2021	\$52,500
Mortgage and Rental Assistance	\$332,500	December 31st 2023	\$332,500
TOTAL EXPENSES	\$385,000		\$385,000

ATTACHMENT D2: Year End Performance ReportMunicipality: **City of Union City**CDBG Funding Year: **2021**Project Name: **Mortgage and Rental Assistance Program**Administering Department: **City of Union City**

Reporting Period From: _____ To: _____

I. Project Status:CDBG allocation amount: **\$385,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Commission District(s) Impacted:

<input type="checkbox"/> District 1	<input type="checkbox"/> District 2	<input type="checkbox"/> District 3
<input type="checkbox"/> District 4	<input type="checkbox"/> District 5	<input type="checkbox"/> District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

Submitted by:

Name _____

Date: _____

Signature _____

Title: _____

Approved by:

Name _____

Date: _____

Signature _____

Title: _____

ATTACHMENT E
COVID- Emergency Assistance Program
Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

ATTACHMENT F
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2021

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an **external** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an **internal** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a. Type of eligible activity:

b. Regulatory citation:

c. If this is a public service activity:

New activity

Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)	
	<input type="checkbox"/> Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	<input type="checkbox"/> Prevention and elimination of slums and blight	
a.	National objective justification (describe):	
b.	National objective file documentation reviewed during monitoring visit (describe):	
c.	National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.		
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.		
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No		
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:		
a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.		
18.	Are the recordkeeping requirements of the CDBG regulations being followed:		
a.	Eligibility documentation? <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.	National objective documentation <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19.	Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what is the process for tracking, reporting, and using program income?		
Is the use of program income consistent with the terms of the written agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No			

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Written definition of duties of key employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Formal system of authorization and supervision?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Separation of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Staff qualifications for accounting functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Comparison of financial records to actual assets and liabilities performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

35.	Does the sub-recipient's accounting system contain the following elements:		
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No		
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
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4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

<div>FULTON COUNTY</div> <div>CDBG SUB-RECIPIENT MONITORING POLICY</div> <div>Monitoring Finding / Concerns Clearance Process</div>	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director

Fulton County Community Development Department

ATTACHMENT G
SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:**Effective Date:**

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
---	-------------------------------------	---

Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Member Information

First Names:	Member IDs (if 18 and over)	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; **CH** = Co-Head of Household; **DIS** = Person with disabilities; **62+** = Person 62 years of age or older;
S≥18 = Fulltime student age 18 or over; **<18** = Child under the age of 18 years; **<15** = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE**Page 1 of 2**

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on: *Effective Date:*

Beneficiary ID:

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)**1. Income from wages, salaries, tips, etc.**

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. Business Income

Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest & Dividend Income

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Retirement & Insurance Income

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. Unemployment & Disability

Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. Welfare Assistance

Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:

- a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. Alimony, Child Support, & Gift

Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Armed Forces Income

All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS**General Category****Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)****1. Income of Children**

Income from employment of children (including foster children) under the age of 18 years.

2. Foster Care Payments

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. Inheritance and Insurance

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. Medical Expense Reimbursements

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. Income of Live-in Aides

Income of a live-in aide (as defined in 24 CFR5.403).

6. Student Financial Aid

The full amount of student financial assistance paid directly to the student or to the educational institution.

7. "Hostile Fire" Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program

Income

- a. Amounts received under training programs funded by HUD.
- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Gifts

Temporary, nonrecurring, or sporadic income (including gifts).

10. Reparation Payments

Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. Income from Full-time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. Adoption Assistance Payments

Adoption assistance payments in excess of \$480 per adopted child.

13. Family Support Act Income

For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. Social Security & SSI Income

Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Property Tax Refunds

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24

CFR 5.609(c) apply, including:

- a. The value of the allotment made under the Food Stamp Act of 1977;
- b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
- e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 92 Stat. 1785);
- g. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- j. Earned income tax credit;
- k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program


ATTACHMENT H: 2 CFR Part 200

The CDBG Sub-recipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Sub-recipient Name	City of Union City
2	Sub-recipient DUNS Number	080632276
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	\$385,000.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient	\$385,000.00
8	Total Amount of the CDBG Federal Award	\$1,710,860.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of Union City income eligible residents in need of emergency assistance program due to COVID.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub-recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the sub-recipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the sub-recipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the sub-recipient and the Federal government or a negotiated rate between the pass-through entity and the sub-recipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for sub-recipients."

17	Requirement that the sub-recipient permit the pass-through entity and auditors to have access to the sub-recipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Union City is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Sub-recipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Sub-recipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for sub-recipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Sub-recipient's performance meets CDBG program requirements and assists to improve the Sub-recipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Sub-recipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official  <small>DocuSigned by:</small> X	Applicant City of Union City
Title Mayor	Date 01/07/2022



**FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303**



***AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Hapeville
STATE OF GEORGIA, COUNTY OF FULTON***

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-20-UW-13-0003

City of Hapeville DUNS Number: 079378865

Federal Award Date: 09/11/2020

Total Fulton County 2020 COVID CDBG Municipality Agreement: \$1,800.00

THIS AGREEMENT entered this **31st** day of January month), **2023** (year) by and between Fulton County, Georgia (herein called the “Grantee”) and **the City of Hapeville, Georgia** (hereinafter called the “Sub-recipient”).

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Sub-recipient to assist the Grantee in utilizing such funds as approved by the Fulton County Board of Commissioners on May 19th 2021 Agenda Item 21-0373; and

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

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient will be responsible for administering a CDBG-CV-3 Agreement for Fiscal Year 2021 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include installation of Hand Sanitizing Stations in areas of low to moderate income citizens. Services include the placing of hand sanitizing stations in heavily trafficked areas of the park, the spread of COVID-19 can be reduced in the City of Hapeville. The project will continue until all funded sanitizing stations are procured and installed.

A copy of the complete scope of work is attached in ATTACHMENT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) is for low/moderate income persons with area benefit.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on May 19th 2021 and end on the 31st day of December 2023.

III. BUDGET

City of Hapeville shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-recipient Agreement shall not exceed **\$1,800.00. Expenses for eligible activities shall be retroactive to September 11, 2020.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lee Sudduth Director Community Services
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354
Phone:	(404) 612-8077	(404) 669-2120
Email:	Kim.benjamin@fultoncountyga.gov	lsudduth@hapevill.org

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.

If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.

- Duplication of benefit does not include funding the same activity but should be the last in and the total costs must be documented to equal or exceed federal contributions from all sources.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to September 11, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to

be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans](#), as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for

eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

- a. Sub-recipients must avoid purchasing unnecessary items
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government
- c. Solicitations for goods and services provide for all of the following:
 1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

1 The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of
2 Georgia with funds provided under this Agreement.

3
4 **4. Use and Reversion of Assets**

5 The use and disposition of real property and equipment under this Agreement shall be in
6 compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504,
7 as applicable, which include but are not limited to the following:

- 8
9 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts
10 receivable attributable to the use of funds under this Agreement at the time of expiration,
11 cancellation or termination.
12
13 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in
14 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the
15 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of
16 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-
17 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National
18 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount
19 equal to the current fair market value of the property less any portion of the value attributable
20 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such
21 payment shall constitute program income to the Grantee. The Sub-recipient may retain real
22 property acquired or improved under this Agreement after the expiration of the five-year
23 period, or such longer time as the Grantee deems appropriate.
24
25 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement
26 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds
27 received under this Agreement were used to acquire the equipment). Equipment not needed
28 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee
29 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to
30 the current fair market value of the equipment less the percentage of non-CDBG funds used
31 to acquire the equipment.

32
33 **IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

34
35 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property
36 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and
37 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement
38 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)
39 governing optional relocation policies.

40
41 The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit
42 organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or
43 conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee
44 ordinances, resolutions and policies concerning the displacement of persons from their residences.

1 **X. Personnel and Participant Conditions**

2
3 **A. Civil Rights**

4
5 **1. Compliance**

6 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
7 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
8 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
9 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
10 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
11 by Executive Order 11375 and 12086.

12
13 **2. Nondiscrimination**

14 The Sub-recipient will not discriminate against any employee or applicant for employment because
15 of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age,
16 marital/familial status with regard to public assistance. The Sub recipient will take affirmative
17 actions to insure that all employment practices are free from such discrimination. Such employment
18 practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment
19 or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and
20 selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous
21 places, available to employees and applicants for employment, notices to be provided by the
22 contracting agency setting forth the provisions of this nondiscrimination clause.

23
24 **3. Land Covenants**

25 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-
26 352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired,
27 cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause
28 or require a covenant running with the land to be inserted in the deed or lease for such transfer,
29 prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy
30 of such land, or in any improvements erected or to be erected thereon, providing that the Grantee
31 and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-
32 recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take
33 such measures as are necessary to enforce such covenant and will not itself so discriminate.

34
35 **4. Section 504**

36 The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance
37 with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination
38 against the handicapped in any Federal assisted program. The Grantee shall provide the Sub
39 recipient with any guidelines necessary for compliance with that portion of the regulations in force
40 during the term of this Agreement.

41
42 **5. Fair Housing**

43 The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42
44 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of
45 Housing and Urban Development requires that grantees administer all programs and activities
46 related to housing and community development in a manner to affirmatively further the policies of
47 the Fair Housing Act.

48
49 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
50 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
51 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
52 County's fair housing certification. This provision is required because noncompliance by a unit of
53 general local government included in an urban county may constitute noncompliance by the
54 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
55 actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

employees and applicants for employment.

5. EEO/AA Statement

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

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located.”

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

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

b. Notifications

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

c. Subcontracts

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

d. Compliance with Fulton County Section 3 Plan

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution

1 of such agreement.

2
3 **b. Monitoring**

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

7
8 **c. Content**

9 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
10 in and made a part of any subcontract executed in the performance of this Agreement.

11
12 **d. Selection Process**

13 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
14 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
15 subcontracts shall be forwarded to the Grantee along with documentation concerning the
16 selection process.

17
18 **3. Hatch Act**

19 The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement,
20 shall be in any way or to any extent engaged in the conduct of political activities in violation of
21 Chapter 15 of Title V United States Code.

22
23 **4. Conflict of Interest**

24 The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts
25 of interest, and covenants that it presently has no financial interest and shall not acquire any
26 financial interest, direct or indirect, which would conflict in any manner or degree with the
27 performance of services required under this Agreement. The Sub-recipient further covenants that
28 in the performance of the Agreement no person having such a financial interest shall be employed
29 or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any
30 person who is an employee, agent, consultant, officer, or elected official or appointed official of the
31 Grantee, or of any designated public agencies or sub recipients which are receiving funds under
32 the CDBG Entitlement program.

33
34 **5. Lobbying**

35
36 The Sub-recipient hereby certifies that:

- 37
- 38 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
39 person for influencing or attempting to influence an officer or employee or an agency, a
40 member of Congress, an officer or employee of Congress, or an employee of a member of
41 Congress in connection with the awarding of any Federal contract, the making of any Federal
42 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
43 the extension, continuation, renewal, amendment, or modification of any Federal contract,
44 grant, loan or cooperative agreement.
 - 45 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
46 person for influencing or attempting to influence an officer or employee of any agency, a
47 member of Congress, an officer or employee of Congress, or an employee of a Member of
48 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
49 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
50 accordance with its instruction.
 - 51 c. It will require that the language of paragraph (d) of this certification be included in the award
52 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
53 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
54 disclose accordingly.
55
56

d. **Lobbying Certification**

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

- e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the

performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

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

C. Lead Based Paint

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

D. Historic Preservation

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

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

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF HAPEVILLE, GEORGIA

DocuSigned by:

Mayor Alan Hallman

49ED9F7A041D47E

Alan Hallman, Mayor
City of Hapeville

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:

Sharee Steed

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Sharee Steed
City Clerk

ATTEST

DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya R. Grier, Clerk to the Commission

DATE: 02/01/2023

DS

SEAL:



DATE: 02/06/2023

DocuSigned by:

SEAL:



DocuSigned by:

APPROVED AS TO CONTENT:

Stanley Wilson

5E4D76DFB4A0450...

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

Lajana C. Ransaw

A4EB9356F536425...

Lajana C. Ransaw, City Attorney

DATE: 02/01/2023

APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

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Patrick O'Connor
Office of the County Attorney

DATE: 02/05/2023

City of Hapeville – Sanitizing Stations Quarterly Performance Report

Municipality: City of HapevilleCDBG Funding Year: 2021Project Name: Sanitizing StationsAdministering Department: City of Hapeville

Reporting Period From: _____ To: _____

I. *Project Status:*CDBG allocation amount: \$1,800

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$31,250	\$33,550	\$35,850	\$38,150
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category	Jan 1 st – March 31 st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
---	--

Submitted by: _____
Name

Date: _____

Signature

Title: _____

Approved by: _____
Name

Date: _____

Signature

Title: _____

Fulton County Community Development Block Grant Program
ATTACHMENT A- Project Description
City of Hapeville – Park Hand Sanitizing Stations

Funding from this grant would allow the City of Hapeville to install hand sanitizing stations at Tom E. Morris Sports Complex. Alcohol-based hand sanitizer kills the virus that causes COVID-19. By placing hand sanitizing stations in heavily trafficked areas of the park, the spread of COVID-19 can be reduced.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Hapeville – Sanitizing Stations

FACILITY/IMPROVEMENT PROVISIONS	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineers/Consultants¹	Receive proposal for services - (Architect/Engineering Services)	February 2023- May 2023
Selection of A&E/Consultants by City¹	Approve and proceed Services Awarded	
Design Phase by Architect/Engineer¹	Design/Specifications in process	
Environmental Review¹	Specify Completion Date of w/Annual Update	
Construction Drawings & Request for Proposals by Architect/Engineer¹	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	
Solicitation for sealed bids by the City of Hapeville for Proposal Bids/Offer¹	Invitation for Bid- (Description of the requirements that the bidder/offered must fulfill with other factors to be used in evaluating the bids or proposals submitted).	
Costs and Price Analysis (Specification List)¹	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	
City Award of Bid/Offer¹	Renovation/Improvement RECORDS - The City of Hapeville will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeree selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	
Letter to Proceed for Contractor¹	Award Conference	
Contract Administration¹	The City of Hapeville will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	
Contract Start Date of Project¹	Notice to Proceed	
Contract Provisions¹	Insurance requirements, bonding requirements, housing location & care of products, etc.	
Project Mid-Status¹	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Hapeville)	
Project Completion¹	Close out documentation, final title documentation/retainage of funds/release of liens.	

Fulton County Community Development Block Grant Program
ATTACHMENT C: Cost Reimbursement Budget
City of Hapeville – Sanitizing Stations

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits) – \$	February 2023- April 2023	\$1,800.00	\$0
Total for Year 2023		\$1,800.00	\$ 0

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	October - September Projections	Submission Date	Total Operating Budget
Construction Costs			
▪ Labor	\$1,800.00	February 2023- April 2023	\$1,800.00
▪ Equipment/Supplies			
TOTAL EXPENSES	\$1,800.00		\$1,800.00

ATTACHMENT D2: Year End Performance ReportMunicipality: City of HapevilleCDBG Funding Year: 2021Project Name: Sanitizing StationsAdministering Department: City of Hapeville

Reporting Period From: _____ To: _____

I. Project Status:CDBG allocation amount: \$1,800.00

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. Narrative Description of Project Progress (attach additional sheets as necessary):

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Commission District(s) Impacted:

<input type="checkbox"/> District 1	<input type="checkbox"/> District 2	<input type="checkbox"/> District 3
<input type="checkbox"/> District 4	<input type="checkbox"/> District 5	<input type="checkbox"/> District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

Submitted by:

Name _____

Date: _____

Signature _____

Title: _____

Approved by:

Name _____

Date: _____

Signature _____

Title: _____

ATTACHMENT E
COVID- Emergency Assistance Program
Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

ATTACHMENT F
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2021

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an **external** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an **internal** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)	
	<input type="checkbox"/> Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	<input type="checkbox"/> Prevention and elimination of slums and blight	
a.	National objective justification (describe):	
b.	National objective file documentation reviewed during monitoring visit (describe):	
c.	National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.		
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.		
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.		
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No		
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:		
a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.		
18.	Are the recordkeeping requirements of the CDBG regulations being followed:		
a.	Eligibility documentation? <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b.	National objective documentation <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19.	Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	If so, what is the process for tracking, reporting, and using program income?		
	Is the use of program income consistent with the terms of the written agreement?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No	
21.	What sub-recipient staff members have responsibility for administering the project? 	
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.		
23.	Are financial records kept in accordance with CDBG administrative requirements?	
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?
	(1)	Retention Requirements (200.333) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Requests for Transfer of Records (200.334) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Methods for collection, transmission and storage of Information (200.335) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Restrictions on public access to records (200.337) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(5)	Reporting Requirements (200.327) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(6)	Monitoring and Reporting Performance (200.328) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(7)	Records on Source and application of funds <input type="checkbox"/> Yes <input type="checkbox"/> No
	(8)	Effective Control and accountability of funds, property and assets <input type="checkbox"/> Yes <input type="checkbox"/> No
	(9)	Comparison of expenditures with budget amounts for each Federal Grant <input type="checkbox"/> Yes <input type="checkbox"/> No
	(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred) <input type="checkbox"/> Yes <input type="checkbox"/> No
	(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)
	(1)	Effective internal controls (COSO)? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Evaluates and monitors compliance with federal regulations? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Prompt action for non-compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Safeguards to protect identifiable information designated Sensitive <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Written method for resolution of audit findings? <input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No	
25.	If yes, what types of professional services have been retained?	
	<u>Type of Service</u>	<u>Name of Contractor</u>

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Written definition of duties of key employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Formal system of authorization and supervision?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Separation of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Staff qualifications for accounting functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Comparison of financial records to actual assets and liabilities performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

35.	Does the sub-recipient's accounting system contain the following elements:		
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No		
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

<div>FULTON COUNTY</div> <div>CDBG SUB-RECIPIENT MONITORING POLICY</div> <div>Monitoring Finding / Concerns Clearance Process</div>	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director

Fulton County Community Development Department

ATTACHMENT G
SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:**Effective Date:**

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
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Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Member Information

First Names:	Member IDs (if 18 and over)	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; **CH** = Co-Head of Household; **DIS** = Person with disabilities; **62+** = Person 62 years of age or older;
S≥18 = Fulltime student age 18 or over; **<18** = Child under the age of 18 years; **<15** = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE

Page 1 of 2

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on: *Effective Date:*

Beneficiary ID:

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)**1. Income from wages, salaries, tips, etc.**

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. Business Income

Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest & Dividend Income

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Retirement & Insurance Income

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. Unemployment & Disability

Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. Welfare Assistance

Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:

- a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. Alimony, Child Support, & Gift

Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Armed Forces Income

All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS**General Category****Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)****1. Income of Children**

Income from employment of children (including foster children) under the age of 18 years.

2. Foster Care Payments

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. Inheritance and Insurance

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. Medical Expense Reimbursements

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. Income of Live-in Aides

Income of a live-in aide (as defined in 24 CFR5.403).

6. Student Financial Aid

The full amount of student financial assistance paid directly to the student or to the educational institution.

7. "Hostile Fire" Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program

Income

- a. Amounts received under training programs funded by HUD.
- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Gifts

Temporary, nonrecurring, or sporadic income (including gifts).

10. Reparation Payments

Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. Income from Full-time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. Adoption Assistance Payments

Adoption assistance payments in excess of \$480 per adopted child.

13. Family Support Act Income

For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. Social Security & SSI Income

Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Property Tax Refunds

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24

CFR 5.609(c) apply, including:

- a. The value of the allotment made under the Food Stamp Act of 1977;
- b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
- e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 92 Stat. 1785);
- g. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- j. Earned income tax credit;
- k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program

ATTACHMENT H: 2 CFR Part 200

The CDBG Sub-recipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Sub-recipient Name	City of Hapeville
2	Sub-recipient DUNS Number	079378865
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	\$1,800.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient	\$1,800.00
8	Total Amount of the CDBG Federal Award	\$1,710,860.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of Hapeville income eligible residents in need of emergency assistance program due to COVID.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub-recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the sub-recipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the sub-recipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the sub-recipient and the Federal government or a negotiated rate between the pass-through entity and the sub-recipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for sub-recipients."

17	Requirement that the sub-recipient permit the pass-through entity and auditors to have access to the sub-recipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Hapeville is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Sub-recipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Sub-recipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for sub-recipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Sub-recipient's performance meets CDBG program requirements and assists to improve the Sub-recipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Sub-recipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official DocuSigned by: X <i>Mayor Alan Hallman</i> 40FB9F7A041B47F...	Applicant City of Hapeville
Title Mayor	Date 01/31/2023