



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 Fairburn
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 Fairburn DUNS Number: 099631004
Federal Award Date: 09/11/2020
Total Fulton County 2020 COVID CDBG Municipality Agreement: \$215,004.00**

THIS AGREEMENT entered this **12th** day of April (month), **2023** (year) by and between Fulton County, Georgia (herein called the “Grantee”) and **the City of Fairburn, 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 Board of Commissioners on April 12 2023 Agenda Item 23-0223; 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 Agreement for Fiscal Year 2023 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 the acquisition of a empty grassed lot directly across the street from the annex and convert it to a paved parking lot and the renovation of the Fairburn Annex for COVID testing, education, and advocacy.

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

1 **C. National Objectives**

2
3 The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will
4 meet one or more of the CDBG program's National Objectives:

- 5 1. benefit low/moderate income persons
6 2. aid in the prevention or elimination of slums or blight
7 3. meet community development needs having a particular urgency as defined in 24 CFR Part
8 570.208
9

10 **This project meets the National Objectives of the Community Development Block Grant program**
11 **24 CFR Part 570.208(a)(2)(ii) is for low/moderate income persons with area benefit.**

12
13 **D. Staffing**

14
15 **A list of staff and time commitments to be allocated, if applicable, and shall be maintained for**
16 **each person that is engaged in CDBG funded activities. Only that portion of the salary**
17 **commensurate with the proportion of work performed on CDBG activities may be charged to**
18 **CDBG funding.**

19
20 **II. TIME OF PERFORMANCE**

21
22 **Services of the Sub-recipient shall start on April 12th 2023 and end on the 31st day of December 2024.**

23
24 **III. BUDGET**

25
26 **City of Fairburn shall maintain a budget compliant to CDBG program requirements. Reference**
27 **Attachment C of the Agreement for Cost Reimbursement Budget.**

28
29 **IV. PAYMENT**

30
31 It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-
32 recipient Agreement shall not exceed **\$215,004.00. Expenses for eligible activities shall be retroactive**
33 **to September 11, 2020.** Drawdowns for the payment of eligible expenses shall be made against the line
34 item budget specified in Paragraph III herein and in accordance with performance.
35

36
37 **V. NOTICES**

38
39 Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Mario B. Avery, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Fairburn 56 Malone Street S.W. Fairburn, Georgia 30213
Phone:	(404) 612-8077	(770) 964-2244
Email:	Kim.benjamin@fultoncountyga.gov	mayoravery@fairburn.com

40
41 **VI. SPECIAL CONDITIONS**

- 42
43
44
45
46
47
- 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.

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

18
 19 **VII. GENERAL CONDITIONS**

20
 21 **A. General Compliance**

22
 23 The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal
 24 Regulations, Part 570 (the Housing and Urban Development regulations concerning Community
 25 Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable
 26 Federal, State and Local laws, regulations, and policies governing the funds provided under this
 27 Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to
 28 supplement rather than supplant funds otherwise available.

29
 30 **B. Independent Contractor**

31
 32 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating
 33 or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at
 34 all times remain an "independent contractor" or with respect to the services to be performed under this
 35 Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA,
 36 retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient
 37 is an independent sub recipient.

38
 39 **C. Hold Harmless**

40
 41 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
 42 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
 43 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without
 44 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
 45 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
 46 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
 47 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
 48 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
 49 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
 50 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
 51 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
56 be in compliance.

1
2 **VIII. ADMINISTRATIVE REQUIREMENTS**
3

4 **A. Financial Management**
5

6 **1. Accounting Standards**

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

10
11 **2. Internal Controls**

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

14
15 **3. Cost Principles**

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

19
20 **B. Documentation and Record-Keeping**
21

22 **1. Records to be maintained**

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

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

36
37
38 **2. Retention**

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

48
49 **3. Client Data**

50 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
51 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
52 head of household, family size, or other basis for determining eligibility, and description of service
53 provided. Such information shall be made available to Grantee monitors or their designees for
54 review upon request.
55
56

1 **4. Disclosure**

2 The Sub-recipient understands that client information collected under this Agreement is private and
3 the use of disclosure of such information, when not directly connected with the administration of
4 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
5 Agreement, is prohibited unless written consent is obtained from such person receiving service
6 and, in the case of a minor, that of a responsible parent/guardian.
7

8 **5. Property Records**

9 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
10 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
11 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
12 applicable.
13

14 **6. Close outs**

15 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
16 completed. Activities during this closeout period shall include, but are not limited to making final
17 payments, disposing of program assets (including the return of all unused materials, equipment,
18 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
19 determining the custodianship of records.
20

21 **7. Audit & Inspections**

22 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
23 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
24 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
25 audit, examine, and make excerpts or transcripts of all relevant data.
26

27 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
28 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
29 requirements will constitute a violation of this Agreement and may result in the withholding of future
30 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
31 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
32 Part 200 subpart F.
33

34 **C. Reporting and Payment Procedures**

35 **1. Program Income**

36 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
37 activities carried out with CDBG funds made available under this Agreement. The use of program
38 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
39 way of further limitations, the Sub-recipient may use such income during the Agreement period for
40 activities permitted under this Agreement and shall reduce requests for additional funds by the
41 amount of any such program income balance on hand. All unused program income shall be
42 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
43 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
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
54
55 **3. Payment Procedure**
56

1 The Grantee will pay to the Sub-recipient funds available under this Agreement based upon
2 information submitted by the Sub recipient and consistent with any approved budget and Grantee
3 policy concerning payments. With the exception of certain advances, payments will be made for
4 eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash
5 requirements. Payments will be adjusted by the Grantee in accordance with advance fund and
6 program income balances available in Sub recipient accounts. In addition, the Grantee reserves
7 the right to liquidate funds available under this Agreement for costs incurred by the Grantee on
8 behalf of the Sub recipient.
9

10 **4. Progress Report**

11 The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided
12 in Appendix B or as otherwise specified by the Grantee.
13

14 **D. Procurement**

15 **1. Compliance**

16 The Sub-recipient must establish written procurement procedures, shall comply with current
17 Grantee policy concerning the purchase of equipment and shall maintain inventory records of all
18 non-expendable personal property as defined by such policy as may be procured with funds
19 provided herein. All program assets (unexplained program income, property, equipment, etc.) shall
20 revert to the Grantee upon termination of this Agreement.
21

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

- 23
- 24 a. Sub-recipients must avoid purchasing unnecessary items
 - 25
 - 26
 - 27 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
28 which would be the most economical and practical procurement for the federal government
29
 - 30 c. Solicitations for goods and services provide for all of the following:
 - 31 1. A clear and accurate description of the technical requirements for the material, product
32 or service to be procured. In competitive procurements, such a description shall not
33 contain features which unduly restrict competition.
 - 34 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
35 evaluating bids or proposals.
 - 36 3. A description, whenever practicable, of technical requirements in terms of functions to be
37 performed or performance required, including the range of acceptable characteristics or
38 minimum acceptable standards.
 - 39 4. The specific features of "brand name or equal" descriptions that bidders are required to
40 meet when such items are included in the solicitation.
 - 41 5. The acceptance, to the extent practicable and economically feasible, of products and
42 services dimensioned in the metric system of measurement.
 - 43 6. Preference, to the extent practicable and economically feasible, for products and services
44 that conserve natural resources and protect the environment and are energy efficient.
45
 - 46 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned
47 companies and women's business enterprises, whenever possible. Recipients of Federal
48 awards shall take all of the following steps to further this goal:
 - 49 1. Ensure that small businesses, minority-owned companies and women's business
50 enterprises are used to the fullest extent practicable.
 - 51 2. Make information on forthcoming opportunities available and arrange time frames for
52 purchases and contracts to encourage and facilitate participation by small businesses,
53 minority-owned companies and women's business enterprises.
 - 54 3. Consider in the contract process whether firms competing for larger contracts intend to
55 subcontract with small businesses, minority-owned companies and women's business
56 enterprises.

- 1 4. Encourage contracting with consortiums of small businesses, minority-owned companies
2 and women's business enterprises when a contract is too large for one of these firms to
3 handle individually.
- 4 5. Use the services and assistance, as appropriate, of such organizations as the Small
5 Business Administration and the US Department of Commerce Minority Business
6 Development Agency in the solicitation and utilization of small businesses, minority-
7 owned companies and women's business enterprises.
- 8
- 9 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable
10 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but
11 shall be appropriate for the particular procurement and for promoting the best interest of the
12 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of
13 construction cost" methods of contracting **shall not be used**.
- 14
- 15 f. Contracts shall be made only with responsible contractors who possess the potential ability
16 to perform successfully under the terms and condition of the proposed procurement.
17 Consideration shall be given to such matters as contractor integrity; compliance with public
18 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of
19 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
20 accessibility to other necessary resources.
- 21

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

- 29
- 30 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton
31 County, pre-award review and procurement documents, such as requests for proposals or
32 invitation for bids, independent cost estimates, etc., when any of the following conditions
33 apply:
 - 34 1. A sub-recipient's procurement procedures or operation fails to comply with the
35 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 - 36 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
37 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only
38 one bid or offer is received in response to a solicitation;
 - 39 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
40 "brand name" product.
 - 41 4. The proposed award over the small purchase threshold is to be awarded to other than the
42 apparent low bidder under sealed bid procurement.
 - 43 5. A proposed contract modification changes the scope of a contract or increases the contract
44 amount by more than the amount of the small purchase threshold.
 - 45
- 46 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-
47 Federal entity that is a state agency or agency of a political subdivision of a state and its
48 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by
49 the Resource Conservation and Recovery Act. The requirements of Section 6002 include
50 procuring only items designated in guidelines of the Environmental Protection Agency (EPA)
51 at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,
52 consistent with maintaining a satisfactory level of competition, where the purchase price of
53 the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal
54 year exceeded \$10,000; procuring solid waste management services in a manner that
55 maximizes energy and resource recovery; and establishing an affirmative procurement
56 program for procurement of recovered materials identified in the EPA guidelines.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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.

56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

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

1 employees and applicants for employment.
2

3 **5. EEO/AA Statement**

4 The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf
5 of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.
6

7 **6. Subcontract Provisions**

8 The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative
9 Action, in every subcontract or purchase order, specifically or by references, so that such provision
10 will be binding upon each of its own sub-recipients or subcontractors.
11

12 **C. Employment Restriction**

13 **1. Prohibited Activity**

14 The Sub-recipient is prohibited from using funds provided herein or personnel employed in the
15 administration of the program for: political activities; sectarian or religious activities; lobbying,
16 political patronage, and nepotism activities.
17
18

19 **2. Labor Standards**

20 The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance
21 with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety
22 Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC
23 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor
24 standards insofar as those acts apply to the performance of this Agreement. The Sub recipient
25 shall maintain documents which shall be made available to the Grantee for review upon request.
26

27 The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential
28 property containing less than eight (8) units, all contractors engaged under contracts in excess of
29 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance
30 provided under this Agreement, shall comply with Federal requirements adopted by the Grantee
31 pertaining to such contract and with the applicable requirements of the regulations of the
32 Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio
33 apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in
34 all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.
35

36 The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors
37 or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.
38

39 **3. "Section 3" Clause**

40 **a. Compliance**

41 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all
42 applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be
43 a condition of the Federal financial assistance under this Agreement and binding upon the
44 Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors.
45 Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the
46 Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those
47 sanctions specified by the Agreement through which Federal assistance is provided. The Sub-
48 recipient certifies and agrees that no contractual or other disability exists which would prevent
49 compliance with these requirements.
50

51 The Sub-recipient further agrees to comply with these "Section 3" requirements and to include
52 the following language in all subcontracts executed under this Agreement:
53

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

1 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires
2 that to the greatest extent feasible opportunities for training and employment be given to low
3 and very low income. Residents of the project area and contracts for work in connection with
4 the project be awarded to business concerns that provide economic opportunities for low and
5 very low-income persons residing in the community in which the project is located.”
6

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

21 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which
22 would prevent compliance with these requirements.
23

24 **b. Notifications**

25 The Sub-recipient agrees to send to each labor organization or representative of workers with
26 which it has a collective bargaining agreement or other contract or understanding, if any, a notice
27 advising said labor organization or worker’s representative of this commitment under this
28 Section 3 clause and shall post copies of the notice in conspicuous places available to
29 employees and applicants for employment of training.
30

31 **c. Subcontracts**

32 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate
33 action pursuant to the subcontract upon finding that the subcontractor is in violation of
34 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity
35 where it has notice or knowledge that the latter has found in violation of regulations under 24
36 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary
37 statement of ability to comply with the requirements of these regulations.
38

39 **d. Compliance with Fulton County Section 3 Plan**

40 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
41 attached as Exhibit F.
42

43 **D. Conduct**

44 **1. Assignability**

45 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
46 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
47 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
48 company, or other financial institution without such approval. Notice of any such assignment or
49 transfer shall be furnished promptly to the Grantee
50

51 **2. Subcontracts**

52 **a. Approvals**

53 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the
54 performance of this Agreement without the written consent of the Grantee prior to the execution
55 of such agreement.
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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 of 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

1 This certification is a material representation of fact upon which reliance was placed when
2 this transaction was made or entered into. Submission of this certification is a prerequisite
3 for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code.
4 Any person who fails to file the required certification shall be subject to a civil penalty or not
5 less than \$10,000 and not more than \$100,000 for each such failure.
6

- 7 e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award
8 exceeding \$100,000 must file the required certification. Each tier certifies to the tier above
9 that it will not and has not used Federal appropriated funds to pay any person or organization
10 for influencing or attempting to influence an officer or employee of any agency, a member of
11 Congress, officer or employee of Congress, or an employee of a member of Congress in
12 connection with obtaining any Federal contract, grant or any other award covered by 31
13 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes
14 place in connection with obtaining any Federal award. Such disclosures are forwarded from
15 tier to tier up to the non-Federal award.
16

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

18 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the
19 recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit
20 organization regarding the substitution of parties, assignment or performance of experimental,
21 developmental, or research work under that “funding agreement,” the recipient or sub recipient
22 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit
23 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative
24 Agreements,” and any implementing regulations issued by the awarding agency.
25

26 **7. Religious Organization**

27 The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious
28 activities, to promote religious interest, or for the benefit of a religious organization in accordance
29 with the Federal regulations specified in 24 CFR 570.200(j).
30

31 **E. Code of Conduct**

32 The sub-recipient shall maintain written standards of conduct governing the performance of its
33 employees engaged in the award and administration of contracts. No employee, officer, or agent shall
34 participate in the selection, award, or administration of a contract supported by Federal funds if a real
35 or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or
36 agent, any member of his or her immediate family, his or her partner, or an organization which employs
37 or is about to employ any of the parties indicated herein, has a financial or other interest in the company
38 selected for an award.
39

40 The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities,
41 favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-
42 recipients may set standards for situations in which the financial interest is not substantial or the gift is
43 an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to
44 be applied for violations of such standards by officers, employees, or agents of the sub-recipient.
45

46 **XI. ENVIRONMENTAL CONDITIONS**

47 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that
48 the sub recipient does not assume the recipient’s environmental responsibilities described in 24 CFR
49 570.604 and the sub recipient does not assume the recipient’s responsibility for initiating the review process
50 under the provisions of 24 CFR.
51

52 **A. Air and Water**

53 The Sub recipient agrees to comply with the following requirements insofar as they apply to the
54 performance of this Agreement:
55
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF Fairburn, GEORGIA

DocuSigned by:
Mario Avery
67F300A97893473...
Mario B. Avery, Mayor
City of Fairburn

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners


ATTEST

DocuSigned by:
Brenda B James
8F7330CB81C7480...
Brenda James
City Clerk


ATTEST

DocuSigned by:
Tonya Grier
EEC476C4837648D...
Tonya Grier, Clerk to the Commission

DATE: 05/30/2023

DocuSigned by:
SEAL: 

DATE: 06/01/2023

DocuSigned by:
SEAL: 

APPROVED AS TO CONTENT:

DocuSigned by:
Stanley Wilson
3E4D76DFB4A0450...
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:
Rory K Starkey
EBB502D3DAE7487...
Rory K. Starkey, Attorney
City of Fairburn

DATE: 05/30/2023

APPROVED AS TO FORM:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
David Lowman
Office of the County Attorney

DATE: 05/30/2023

Fulton County Community Development Block Grant Program
EXHIBIT A- COVID Project Description
City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)

The scope of the project is to renovate the Fairburn Annex for COVID testing, education, and advocacy. The annex is located at 40 Washington St, Fairburn, GA 30213. There are currently only six (6) parking spaces located at the Fairburn Annex.

The scope is also to acquire the empty grassed lot directly across the street from the annex and convert it to a paved parking lot. The goal is to use the new parking lot for overflow parking for the new annex COVID testing location and for drive-thru testing. The empty lot is located at 43 Washington Street, Fairburn, GA 30213. Both sites are located along Washington Street in Fairburn, walking distance from the Lightning Neighborhood.

The Lightning District is a low-income residential community in poor condition and faces several challenges such as deterioration, drugs, safety, visual blight, vacant lots, and poor maintenance. Over the last several years, with the assistance of the Fulton County CDBG Program, the City of Fairburn has been able to make several improvements with regard to infrastructure, connectivity, and public facilities in the Lightning Neighborhood. The proposed CDBG-COVID Project (Operation F.A.C.T.) will provide a primary location for health services to test, diagnose, enhance public awareness, and other related medical activities; and serve as an educational and training location for low to moderate income residents within the Lightning Community, where COVID-19 impacts have been most prevalent.

The City of Fairburn's target population for Operation F.A.C.T. includes residents in the Lightning Community. This area has a population of approximately 1,038 residents, which are all categorized as being low to moderate income groups. The targeted population in this area falls under the city's median income of \$43,886.

Further, this group consists of senior citizens, middle aged adults, and young adults in the COVID-19 high-risk category. Those in the high-risk category, according to CDC guidelines, are the older adults and people with underlying medical conditions (i.e., high blood pressure, heart disease, kidney disease, weakened immune systems). The CDC has even gone further with extending that high-risk group to include younger adults, those with high body mass indexes, asthma, sickle cell disease, and type 2 diabetes.

Additionally, the targeted population may include those who may be disabled, unemployed, laid-off, and even homeless. There will be no discrimination of any type by the City of Fairburn in administering of Operation F.A.C.T. based on race, color, creed, orientation, or national origin. People from all walks of life are being affected by COVID-19 as it does not discriminate on who gets affected. By having two different facilities/methods for administering testing, the city will account for those unable to use the drive-through facility and need special accommodations (i.e. ADA population or special-need individuals) via the community building facility.

The service area of the Fairburn program is approximately 500 homes with the quarter-mile radius of the project limits. Based on our occupancy records, we anticipate this project will positively impact over 1,000 residents in the area. Job creation is most likely negligible; however, the project will create work for approximately 20 employees, contractors, and suppliers. Because the intent of the project is to complete a construction project and create a fixed asset, no continuing employment will be affected by it.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19
Transmission)

COVID ACTIVITY	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineer/Consultants	Pro Bono or Invitation for Bid- (Architect/Engineering Services)	May 19 th 2023
Selection of A&E/Consultants by City	Selection Completed/Services Awarded	March 20 th , 2023
Design Phase by Architect/Engineer	Design/Specifications in process	June 19 th , 2023
Environmental Review		Complete
Construction Drawings & Request for Proposals by Architect/Engineer	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	July 19 th , 2023
Solicitation for sealed bids by the City of Fairburn for Proposals Bids/Offer	Invitation for Bid- (Description of the requirements that the bidder/offeror must fulfill with other factors to be used in evaluating the bids for proposals submitted).	August 19 th , 2023
City Award of Bid/Offer/Letter to proceed to Contractor	City of Fairburn will maintain all records	Sept 19 th , 2023
Contract Administration	The City of Fairburn will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately ad timely follow up of all procurement activities and purchases.	Sept 19 th , 2023
Contract Start Date of Project	Notice to Proceed	Sept 19 th , 2023
Contract Provisions	Insurance requirements, bonding requirements, housing location & care of products, etc.	Sept 19 th , 2023
Project Mid-Status	Construction Activities 50% complete.	Oct 19 th , 2023
Project Completion	Close out documentation, final title documentation/retainage of funds/release of liens.	Nov 19 th , 2023

**Fulton County Community Development Block Grant Program
ATTACHMENT C: COVID Cost Reimbursement Budget
City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19
Transmission)**

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	TARGET DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits) – \$	December 2023	\$215,004	Fairburn
Total for Year 2023 – 2024			

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Projections	Target Submission Date	Total Operating Budget
Construction Cost			
• Labor	\$215,004	December 2023	\$215,004
• Equipment/Supplies			
TOTAL EXPENSES	\$215,004		\$215,004

ATTACHMENT D: Quarterly Performance Report City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)

Municipality: City of Fairburn CDBG Funding Year: 2023

Project Name: (Operation F.A.C.T.-Fairburn Addressing COVID-19 Transmission)

Administering Department: City of Fairburn

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$215,004.00

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 1st – 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 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: _____ Date: _____
 Name

 Signature Title:

Approved by: _____ Date: _____
 Name

 Signature Title:

ATTACHMENT D2: Year End Performance Report

Municipality: City of Fairburn CDBG Funding Year: 2023

Project Name: (Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)

Administering Department: City of Fairburn

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$215,004.00

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: 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
Objective #1: 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
Objective #2: 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
Objective #3: 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 2023

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: <table border="1" data-bbox="245 1073 1456 1150"> <tr> <td data-bbox="245 1073 293 1108">a.</td> <td data-bbox="293 1073 1456 1108"> Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> <tr> <td data-bbox="245 1108 293 1150">b.</td> <td data-bbox="293 1108 1456 1150"> Adequate in terms of the level of detail? <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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain. 				
18.	Are the recordkeeping requirements of the CDBG regulations being followed: <table border="1" data-bbox="245 1402 1456 1535"> <tr> <td data-bbox="245 1402 293 1472">a.</td> <td data-bbox="293 1402 1456 1472"> Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> <tr> <td data-bbox="245 1472 293 1535">b.</td> <td data-bbox="293 1472 1456 1535"> National objective documentation <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? <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.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

<p>FULTON COUNTY</p> <p>CDBG SUB-RECIPIENT MONITORING POLICY</p> <p>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):
------------	---------------------------------

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, 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 Fairburn
2	Sub-recipient DUNS Number	099631004
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	\$215,004.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient	\$215,004.00
8	Total Amount of the CDBG Federal Award	\$1,098,603.00
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 Fairburn 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 Fairburn 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 X	Applicant City of Fairburn
Title Mayor	Date