



DEPARTMENT OF COMMUNITY DEVELOPMENT

**Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303**

***AN AGREEMENT BETWEEN FULTON COUNTY
and
MEALS ON WHEELS ATLANTA, INC.***

CFDA Number 14.218 - Community Development Block Grants

Federal Award Identification Number: B-24-UC-13-0003	\$212,466.00
Fulton County General Fund Amount:	\$647,875.54
Meals On Wheels Atlanta Inc. Unique Entity Identifier:	L3V1GKTQ6DP5
Total Fulton County Agreement Amount:	\$860,341.54

THIS AGREEMENT entered this 7th day of May 2025 by and between Fulton County, Georgia, a political subdivision of the State of Georgia (herein called the "Grantee") and Meals On Wheels Atlanta, Inc., a Georgia non-profit corporation (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on June 6, 2024 the Fulton County Board of Commissioners approved the Fulton County 2024 Annual Action Plan (24-0440) as part of the overall Fulton County 2020-2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) as prescribed under the Housing and Community Development Act of 1974. On May 7, 2025, the Board of Commissioners approved 25RFP247583B-EC to deliver Home Rehabilitation Services (Agenda Item # 25-0354) .

WHEREAS, the CDBG and General Fund allocation awarded to Meals On Wheels Atlanta, Inc. in the amount of **\$869,341.54**, shall be specifically used to provide home rehabilitation services to citizens of Fulton County. The activities are designed to benefit low-/moderate income persons; and

WHEREAS, these activities are designed to benefit low and moderate-income persons as required to meet the CDBG national objective ; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

CONTRACT DOCUMENTS

County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement
- II. Exhibit A: Statement of Work
- III. Exhibit B: Project Implementation Schedule
- IV. Exhibit C: Cost Reimbursement Budget
- V. Exhibit D: Community Development Department Proper Invoice Tip Sheet & Sample Invoice
- VI. Exhibit E: 2 CFR Part 200
- VII. Exhibit F: Quarterly Performance Report
- VIII. Exhibit G: Year-End Performance Report
- IX. Exhibit H: Fulton County Section 3 Plan
- X. Exhibit I: Subrecipient Monitoring
- XI. Exhibit J: Subrecipient Monitoring Plan

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Meals On Wheels Atlanta, Inc., located at 1705 Commerce Drive, Atlanta, Georgia 30318, shall provide home rehabilitation services for low—to moderate-income citizens within the geographic boundaries of unincorporated Fulton County.

A copy of the complete Statement of Work is included as Exhibit A, attached hereto and fully incorporated herein.

C. National Objectives

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

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

D. Project Implementation Schedule is used to provide and outline of how the Scope of Work is carried out for the project. See Exhibit B Project Implementation Schedule.

II. TIME OF PERFORMANCE

The Subrecipient's services will start on May 7, 2025, and end on December 31, 2025.

2.5 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2025, the starting date upon execution of the contract, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2026 and shall end no later than the 31st day of December 2026. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2027 and shall end no later than the 31st day of December 2027. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the part of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute

III. BUDGET

Meals On Wheels Atlanta, Inc. shall maintain a budget compliant to the CDBG Program requirements. See attached hereto and fully incorporated herein as Exhibit C, the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Fulton County General Funds and HUD CDBG funds under this Subrecipient Agreement shall not exceed **\$860,341.54 for eligible home rehabilitation services activities**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

Subrecipient shall submit monthly invoices for work performed during the previous calendar month by the 15th of the month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice 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.

Time of Payment: The County shall make payments to Subrecipient within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted via email to: dcd.reimbursements@fultoncountyga.gov. At a minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details

Please reference the Community Development Department Proper Invoice Tip Sheet attached hereto and fully incorporated herein as Exhibit D.
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Subrecipient's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Subrecipient will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Subrecipient will be promptly paid by County.

Payment of Sub-Subrecipients/Suppliers: The Subrecipient must certify in writing that all Sub-Subrecipients of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay Sub-Subrecipients or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all Sub-Subrecipients or supplier funds due from said progress payments within forty-eight (48) hours of receipt of

payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

V. CONTRACT ADMINISTRATION

Communication and details concerning this Subrecipient Agreement shall be directed to the following:

	Grantee	Subrecipient
Name:	Kim Benjamin Community Development Manager	Charlene Crusoe-Ingram Chief Executive Officer
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	Meals On Wheels Atlanta, Inc. 1705 Commerce Drive NW Atlanta, Georgia 30318
Phone:	(404) 612-8077	(404) 351-3889
Email:	kim.benjamin@fultoncountyga.gov	ccrusoeingram@mowatl.org

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200, attached hereto and fully incorporated herein as Exhibit E. All other items must be competitively procured.
- All Federal Cross-Cutting requirements apply, including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation, and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

The Subrecipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, employees, sub-consultants, successors, assigns and agents, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Subrecipient, its agents, employees, Subrecipients, officers, directors, successors, assigns or agents. The Subrecipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Subrecipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage. The Subrecipient agrees to obtain and maintain such insurance coverage during the entire term of this Agreement, to include the County as an additional insured, and to furnish the County with a Certificate of Insurance showing the required coverage. Notwithstanding the foregoing, the minimum amount of insurance coverage will be no less than:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products/Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)		

4. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		

4. FIDELITY AND CRIME		
(Employee Dishonesty-Theft)	Each Occurrence	\$500,000
*Above to include 3 rd Party Coverage		

Certificates of Insurance

Subrecipient shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its'

Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Subrecipient will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

E. Bonding (Non-Applicable)

F. Grantor Recognition

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

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons.

H. Suspension or Termination

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

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Internal Controls

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

3. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be maintained

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

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

2. Retention

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

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service

provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Property Records

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

6. Closeout

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

7. Audit & Inspections

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

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect costs

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

3. Payment Procedure

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

4. Progress Report

The Subrecipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Exhibit F, attached hereto and fully incorporated herein, and Year End Performance Reports in the form as provided in Exhibit G, attached hereto and fully incorporated herein, or as otherwise specified by the Grantee. Program Administrator reserves the right to alter performance reporting documents/ requirements.

D. Procurement

1. Compliance

The Subrecipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. The written procurement procedures will be provided to the Grantee at the beginning of the contract and during the monitoring period. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement. Pursuant to Section X.D.2. below the Subrecipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

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

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

awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

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

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

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

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

1. A Subrecipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed \$20,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Subrecipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by

the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The Subrecipient 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. Subrecipient 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 Subrecipient'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 Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

5. Fair Housing

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

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

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial

assistance available to an alien unless the alien both is a resident of the United States and is:

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

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

B. Affirmative Action

1. Approved Plan

The Subrecipient 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 Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. FBE/MBE

The Subrecipient 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 Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient 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 Subrecipient shall furnish and cause each of its own Subrecipients 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 Subrecipient 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 Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of

the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

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

C. Employment Restriction

1. Prohibited Activity

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

2. Labor Standards

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

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

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

3. "Section 3" (as applicable)

Section 3 language for procurement documents and contracts

(This language is to be included in all procurement documents/solicitations and all covered contracts)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name

- and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
 - E. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
 - F. The contractor agrees that in order for a Section 3 worker to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
 - G. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
 - H. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
 - I. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - J. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 - K. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
 - L. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

- 1) It is at least 51 percent owned and controlled by low- or very low-income persons;
- 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
- 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1) The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2) The worker is employed by a Section 3 business concern; or
- 3) The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Firms needing to hire new workers, can use the below portal: <https://hudapps.hud.gov/OpportunityPortal/>

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

The Subrecipient 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. Subrecipient Monitoring will take place as provided in Exhibit I, attached hereto and fully incorporated herein, and a Subrecipient Monitoring Plan form, as provided in Exhibit J, attached hereto and fully incorporated herein, will be used, unless otherwise specified by the Grantee.

c. Content

The Subrecipient 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 Subrecipient 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 uploaded in Neighborly software to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient 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 Subrecipient 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 Subrecipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Subrecipient 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 Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient 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 of 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 Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
- e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

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

E. Code of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its

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

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

XI. ENVIRONMENTAL CONDITIONS

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

A. Air and Water

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

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

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient 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 Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Subrecipient 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 are 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 Subrecipient 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 Subrecipient 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.

NOTICES

All legal or contractual related notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director
Health & Human Services, Community Development
Atlanta, Georgia 30303
Telephone: (404) 612-7378
Email: Stanley.wilson@fultoncountyga.gov
Attention: Stanley Wilson

With a copy to:

Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Office of the County Attorney
County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

Notices to Consultant shall be addressed as follows:

Executive Director
Meals On Wheels Atlanta, Inc.
1705 Commerce Drive NW
Atlanta, Georgia 30318
Telephone: (404) 351-3889
Email: ccrusoe-ingram@mowatl.org
Attention: Charlene Crusoe-Ingram

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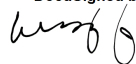
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1 IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

MEALS ON WHEELS ATLANTA, INC.

DocuSigned by:



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Charlene Crusoe-Ingram
Chief Executive Officer

ATTEST:

Signed by:



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Carla Geeter
Notary Clerk

Signed by:

(Affix Corporate Seal)



FULTON COUNTY, GEORGIA

Signed by:



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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Signed by:



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Tonya R. Grier
Clerk to the Board

Signed by:



(Affix County Seal)

APPROVED AS TO FORM:

Signed by:



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Office of the County Attorney

APPROVED AS TO CONTENT:

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Stanley Wilson, Director
Health & Human Services, Community
Development

Fulton County Community Development Block Grant Program

EXHIBIT A - Project Description

Meals On Wheels Atlanta, Inc. – Scope of Work – Housing Rehabilitation Program

(As described in 25RFP247583B-EC - Fulton County Housing Rehabilitation Program and clarified via associated Addenda)

I. General Program Administration

- Fulton County Housing Rehabilitation Program is seeking an independent contractor to act as the Third-Party Administrator (TPA) for a grant funded by Housing and Urban Development (HUD). Whenever practicable, program activities will be partnered with other housing rehabilitation/assistance agencies in order to deliver efficient services and leverage funds to best serve the needs of Fulton County residents.
- Administer and manage the rehabilitation program to assure compliance with Federal and State Regulations with the priority intent to secure leverage-able funded projects with Housing Rehabilitation Program (HRP) or any other regulatory-compliant options.
- Provide construction management services for the CDBG Program as well as requirements using Fulton County General Funds.

II. Marketing

- Promote the Program, including developing program and marketing materials, and solicit qualified applicants to effectively utilize funds. The Fulton County Communications Department shall review all publication materials for approval.
- Subrecipient shall provide before and after photos of eligible HRP properties.
- The subrecipient shall provide client testimonials, which will be approved by the client, of successful projects for Fulton County marketing purposes.

III. Customer Relations

- Utilizes MOWA contact phone number and dedicated email address as point of contact for incoming citizens inquires regarding the program.
- Providing prompt and helpful customer service in areas including rehabilitation standards, construction progress, and completion.
- Customer service should be provided by phone, email, and in person to participants and potential participants.

IV. Applicant Screening & Qualification

- Assess program applicants for eligibility, including income eligibility and ownership status.
- Verify title and ownership status of the property.
- Verify the property is owner-occupied (as applicable).
- Review applications for qualifying purposes of both homeowner and property criteria.

V. Project Management

- Providing skilled inspection services to develop scopes of work.
- Initiate, collect and submit Radon Testing Kits for CDBG projects.
- Prepare a scope of work and specifications in cooperation with the owner.
- Before the project commences, coordinate with Fulton County staff for Environment, Historic Preservation, and Lead-based Paint review under state and federal statutes.
- Prepare bid packages and conduct a bid walk for contractors.
- Review bids for costs and program standards.
- Prepare and execute all project documents, including inspection reports, photos, construction-related documents, and all other documents related to the project.
- Monitor and review contract work to ensure compliance with local and state health, safety, and building laws, as well as contract and program standards.

VI. Contractor Oversight

- Screen and require contractors to be licensed and insured and have appropriate Lead-based paint certifications, as required. Additionally, selected contractors shall not be debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.
- Require contractors to obtain building permits for structural, plumbing, electrical, heating, and any other repairs that require City inspections and secure all required permits from the City or County Building Permit Department.
- Require and receive lien releases from contractors.

VII. Wait List Management

- Complies with Department of Community Development Wait List requirements as requested.
- Reviews citizen requests, logs information on data sheets, and analyzes eligible applicants to prioritize Wait List.
- Makes recommendations on next grouping of prioritized applicants.
- Updates Wait List spreadsheets and other requested templates or forms as requested.
- Communicates Wait List results and recommendations to program staff.

VIII. Reporting Services

Subrecipient shall comply with Federal Programs Division reporting requirements to include virtual, in person meetings, and weekly project reporting requirements using the Neighborly software platform, and other tools as determined by Federal Programs Division project team. The following information shall be reported on a weekly basis using Fulton County Federal Programs Division forms, and finance-related templates as required:

IX. Financial

- Program expenditures per individual project and cumulative totals for the Program.
- Program expenditures by individual subprogram and cumulative totals.
- HRP Subrecipient payment requests shall be submitted by the 15th of each month to dcd.reimbursements@fultoncountyga.gov, utilizing all Fulton County finance requirements for payment submittals.

X. Performance Reporting - Progress toward meeting Program goals, including:

- Project address
- Name and address of the applicant
- Date of application received
- Date of inspection(s)
- Project start and completion dates
- Description of work performed
- Name of contractor and Sub-Contractor(s)
- Total number of applications
- Total number of homes under construction
- Total number of homes completed or committed

XI. Demographics Homeowners (Owners)

- Name
- Address
- Income level
- Race and ethnicity per applicable Federal and state statutes
- Head of household (female, elderly, disabled, senior)
- Household size

XII. Contractors/Subcontractors

- Name
- Address
- Race/ethnicity
- Women-owned business
- Section 3 business concern (if rehab is over \$200,000 under one contract)
- Contractor identification number
- Ensure contracts have not been debarred and comply with Sam.gov

Respond to Work Request:

- Service provider will respond to all inquiries regarding illegal housing discrimination based on race, sex, national origin, marital status, familial status, physical and mental disability, religion, and all other arbitrary forms of discrimination as defined in state and federal law in Fulton County.
- All repair work performed under the Housing Rehabilitation Grant Program shall be completed in accordance with Fulton County Construction Code standards and CDBG/HOME Investment Partnership Program/General Fund regulatory requirements.

Eligible Repairs (Community Development Block Grant- 24 CFR 570.202)

Eligible repairs that will be completed through the CDBG Housing Rehabilitation Grant Program include the following:

Eligible Improvements	
Interior Repairs/Health & Safety	Exterior Repairs/Structural Issues
Water heaters – replacement or repair	Roof – replacement or repair
Plumbing interior – repairs to water lines, sewer lines, toilets, etc.	<i>Intentionally Left Blank</i>
Electrical – repair of breakers, panels, or wiring	<i>Intentionally Left Blank</i>
Heating/cooling systems – repair, replacement or purchase/installation of wall heaters or wall A/C units	<i>Intentionally Left Blank</i>
Installation of modifications required for disability consistent with ADA requirements, as requested by the homeowner	<i>Intentionally Left Blank</i>

Ineligible Improvements		
Rehabilitation or repair of homes located in the floodway.	Appliances and housing components that are not integral to the home's structure, such as washers, dryers, detached garages, and carports.	Repairs to sheds, garages, or any structure not attached to the living unit.
Landscaping (unless needed to protect the structural viability of the house, such as for drainage, or if required by local ordinances. Items of unnecessary physical improvements	Luxury Items such as swimming pools, decks, patios, patio covers, room additions, hot tubs, fireplaces	Upgrades such as granite counters, hardwood flooring, and stone finishes
Increasing the number of units at the property	Private road improvement	Garage Door Openers

Fulton County Community Development Block Grant Program
EXHIBIT B: Project Implementation and Process
Meals On Wheels Atlanta, Inc. – Scope of Work – Housing Rehabilitation Program

2025 Project Implementation Schedule

The Project Implementation Schedule applies only to the initial contract period, May 7, 2025 – December 31, 2025.
The Schedule will be revised accordingly for each subsequent contract term.

ITEM	TASK/RESPONSIBLE PARTY	DATE/YEAR
Meals on Wheels Atlanta Environmental Review	Fulton County	Under Review
Board of Commissioners Approval	Board of Commissioners' Approval of Vendor	May 7, 2025
Award Letter	Fulton County	May 7, 2025
Fulton County Meals On Wheels Atlanta Contract	Contract Route for Execution	May 2025
Identify Priority Clients	Identify GF and CDBG Potential Clients	May 2025
Application Review (All)	Access Application for Program Eligibility	May – June 2025
Radon Testing (CDBG Projects)	MOWA	May – June 2025
Conduct Inspections (CDBG Projects)	MOWA or Third-Party	June 2025
Environmental Review (CDBG Projects)	Fulton County Environmental Specialist	June 2025
Conduct Inspections (GF Projects)	MOWA or Third-Party	May – August 2025
Obtain Scope Approval (All)	Fulton County	May – October 2025
Obtain Client Scope Approval Sign-off (All)	MOWA	May – October 2025
Quote Submission and Review (All)	MOWA	May – October 2025
Execute Project Contracts (All)	MOWA	May – October 2025
Construction / Project Management (All)	MOWA	May – October 2025
Schedule and Perform Final Inspection (All)	MOWA and Fulton County Inspector	May – October 2025
Client and Program Related Data Entry-Neighborhood Software Client Management System	MOWA	Ongoing
Payment Processing (All)	MOWA	15 th of each month
Project Mid Status	Fulton County	August 2025
Submit Final Invoices	MOWA	November 10, 2025
Project Completion	Fulton County and MOWA	December 2025

Fulton County Community Development Block Grant Program
EXHIBIT C: Cost
Reimbursement Budget
Meals On Wheels Atlanta, Inc. – Housing Rehabilitation Program

DIRECT COSTS				
General Program Administration				
Direct Labor Costs				
Personnel Cost: Administer and manage rehabilitation program (customer relations, applicant screening & qualification, Wait List management, reporting, etc.) to assure compliance with Federal and State Regulations, with the priority intent to secure leverageable funded projects with Housing Rehabilitation Program (HRP) or any other regulatory compliant available options.				
Classification/Title	Hours	Actual Hourly Rate	Total	Cost Narrative
Please see the following page.			\$80,400	\$6,700 per month
General Program Administration – cont'd.				
Eligible Costs	Quantity	Unit Cost	Total	Cost Narrative
Supplies				
Miscellaneous (Other direct costs)				
Total General Program Administration Costs			\$80,400	
Project Delivery Costs				
Eligible Costs	Quantity	Unit Cost	Total	Cost Narrative
Project Delivery Costs: Prepare scope of work, prepare & review bid packages, prepare & execute all project documents, etc.	37	\$954.50	\$35,316.54	\$954.50 per project
Construction Project Costs				
Eligible Costs	Quantity	Unit Cost ¹	Total	Cost Narrative
Construction Cost: Projected cost per projected property rehab.	37	\$17,500	\$647,500	Estimated project cost: project cost may vary based on the scope of work
Construction Project Management Fee	37	\$2,625	\$97,125	15% per project; includes a one-year warranty period oversight

¹ The costs outlined above represent fixed costs as of the date of this submission. While we are committed to managing these costs effectively, the potential influence of tariffs and other unforeseen factors may influence projected costs.

PROJECT COSTS**\$860,341.54****DIRECT LABOR COSTS**

MOWA has listed nine staff members who will work on the project.

INDIVIDUALS NAME	POSITION	HOURLY RATE ²	#HOURS	COST NARRATIVE
Charlene Crusoe-Ingram	Contracting Officer / CEO	\$164.66	47	Provides overall leadership and strategic direction.
Radames Williams	Senior Director of Finance	\$83.94	42	Manages financial operations and reporting.
Vona R. Cox	Senior Director, Home Repairs / Program Head, Waitlist Management and Reporting	\$90.00	252.2	Manages project planning and execution.
Michael James	Field Superintendent / Construction Oversight	\$57.68	165	Oversees field operations and ensures project compliance.
Kassidy Jackson	Client Intake Specialist	\$34.82	220	Responsible for client intake and initial screening.
Fitz Rhymes	Client Intake Specialist	\$34.82	220	Responsible for client intake and initial screening.
Clifton Johnson	Inspector	\$34.82	282	Client Touchpoint, Radon Testing, and Scope of Work Inspections
Ykesha Reid	Finance Transactions	\$53.52	85	Supports financial management and budgeting.
Hajji Johnson	Receptionist	\$30.92	150	Front Desk Management and Phone Inquiries
TOTAL				\$80,400.00

² The prices above reflect fixed costs for Year 1. Pending negotiation, a 7% annual increase will apply for subsequent years.

EXHIBIT D

Community Development Department Proper Invoice Tip Sheet & Sample Invoice

Vendor information (on Company Letterhead)

- ✓ Company Name
- ✓ Company Address
- ✓ Contact Information (Phone, fax, email, contact person name, etc.)
- ✓ Federal Tax ID number
- ✓ Vendor Code (VSXXXXXXX)
- ✓ Remittance Address

Invoice Details

- ✓ "Invoice" listed on document
- ✓ Invoice Date
- ✓ Invoice Number (uniquely numbered, no duplicates)
- ✓ Purchase Order Reference Number (PO number issued by Fulton County)
- ✓ Date(s) of Service Performed (Consistent with Contractual Terms)
- ✓ Itemization of Services Provided /Commodity Units (Program name/What type of Payment (1st Half, etc))
- ✓ Invoice Amount
- ✓ Signature and Date

Fulton County Departmental Information (needed for invoice routing and approval)

- ✓ Fulton County Department Name/Address
Example: Fulton County Housing and Community Development - Federal Programs
137 Peachtree Street SW, Suite 300; Atlanta, GA 30303
Send reimbursement/invoices to dcd.reimbursements@fultoncountygga.gov
- ✓ Department Representative Name
Example: *Jane Doe/John Doe*

Other Vendor Responsibilities

- ✓ Vendor Code Information is Accurate in Vendor Self Service (VSS) System
 - Legal Name/ DBA- Legal Name is the default to print on all payments.
 - Address (Remittance)- Address must be current in the VSS System
 - Email Address (valid email address to receive communication and a copy of purchase order)
- ✓ W9- submit a current W9 to ensure correct tax information is on file (EIN must match with legal name)

INVOICE

Sample

"We provide quality sample invoices so that
you invoice are not delayed by Fulton

8 Date: August 6, 2021

9 INVOICE # ARPA2021-1

To: Fulton
County
Department of
Community
Development

137 Peachtree St
SW Suite 100
Atlanta GA
30303
Attention:
Michelle Alston-
Brown

Vendor Code	Purchase Order Number	Department Representative	Program Name
VS000000ABC	PO-121-16sC0000Sample-SM	Michelle Alston-Brown, Dept. of Community Development	ABC123 Program

Description

Total

12	Full ARPA Payment		
11	Services Rendered: March 17 - August 8, 2021		\$15,000
	Projected Deliverables: August 9 – December 31, 2021		\$10,000
	American Rescue Plan Act Funding (ARPA) Contract Period March 17, 2021-December 31, 2021 Total Funding Award: \$25,000		
6	Please remit payments to the following: Sample Company, Inc. 141 Sample Drive Suite 100 Atlanta, GA 30303		

<div>3</div> <div>Please Contact Sample Sampleton at 404-000-0000 or Sample@sample.com if you have questions regarding this invoice</div>		
	Subtotal	\$25,000
	Sales Tax	\$0
<div>1'</div> <div><u>Sample Sampleton</u></div> <div>Sample Sampleton, President and CEO</div>	August 6 , 2021	
	Date	
	Total	\$25,000

Make all checks payable to Sample Company, Inc.

Thank you for your support!

1

Sample Company Inc. 141 Sample Drive, Suite 100 Atlanta, GA 30303 Phone 404-000-0000 Fax 770-000-0000

2

accounting@sample.com

3

EIN -12-345678

Fulton County Community Development Block Grant Program

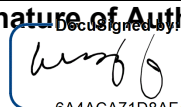
EXHIBIT E: 2 CFR Part 200

	Uniform Guidance Item	Response
1	Subrecipient Name	Meals On Wheels Atlanta, Inc.
2	Subrecipient UEI Number	065363111
3	Federal Award Identification Number (FAIN)	B-24-UC-13-0003
4	Federal Award Date	01/01/2024 - CDBG Grant
5	Federal Subaward Period of Performance Start and End Date	Start Date: 1/1/2024 End Date: 9/1/2031
6	Amount of Federal Funds Obligated by This Action	B-24-UC-13-0003-\$ 212,466
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$212,466- CDBG
8	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Meals On Wheels Atlanta, Inc. shall provide home rehabilitation services to low to moderate-income citizens.
9	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Roxanne McIver Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
10	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
11	Identification of R&D Status	Not applicable
12	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
13	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Subrecipients are required to use funds in accordance with the federal award requirement terms and conditions.
14	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as a CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit Quarterly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
15	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Signature of Authorizing Certifying Official  X <small>DocuSigned by: 6A4ACA71D8AF487...</small>	Subrecipient Meals On Wheels Atlanta, Inc.
Title Chief Executive Officer	Date 05/24/2025 7:13 AM PDT

Fulton County Community Development Block Grant Program
EXHIBIT F:
Meals On Wheels Atlanta, Inc. - Housing Rehabilitation Program
Quarterly Performance Report - Example

Meals On Wheels Atlanta, Inc.

CDBG Grant Award Funding Year: **2024**

Project Name: **Housing Rehabilitation Program**

Administering Department: _____

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$ _____

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: \$ _____ GENERAL FUND Amount: \$ _____

Has CDBG/HOME 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/HOME 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/HOME 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):*

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Atlanta- Sandy Springs- Roswell, GA HUD Metro FMR Area	\$114,200	Very Low (50%) Income Limits (\$) Click for More Detail	40,000	45,700	51,400	57,100	61,700	66,250	70,850	75,400
		Extremely Low Income Limits (\$)* Click for More Detail	24,000	27,400	30,850	34,250	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	63,950	73,100	82,250	91,350	98,700	106,000	113,300	120,600

FY 2025 Income Limit Category	Jan 1 st – March 31 st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Very Low Income (50%)				
Extremely Low Income				
Low/Moderate Income (80%)				
Total				

BENEFICIARY DEMOGRAPHICS

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

American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by:

Name

Signature

Date:

Title:

Approved by:

Name

Signature

Date:

Title:

Fulton County Community Development Block Grant Program EXHIBIT G: Year End Performance Report- example

Meals On Wheels Atlanta, Inc.

CDBG Grant Award Funding Year: 2024

Project Name: **Housing Rehabilitation Program**

Overall Reporting Period From: _____ To: _____

I. Project Status:

CDBG allocation amount: \$ _____

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: \$ _____ GENERAL FUND Amount: \$ _____

Has CDBG/GENERAL FUND spending occurred for this project? ☐ Yes ☐ No

CDBG fund balance: \$ _____ GENERAL 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: _____ %

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/HOME 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):

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

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

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

Income Benefit: Complete the following statement.

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

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Commission District(s) Impacted:

<input type="checkbox"/> District 1	<input type="checkbox"/> District 2	<input type="checkbox"/> District 3
<input type="checkbox"/> District 4	<input type="checkbox"/> District 5	<input type="checkbox"/> District 6

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

	<u>Outcome1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

Submitted by:

Name _____

Date: _____

Signature _____

Title: _____

Approved by:

Name _____

Date: _____

Signature _____

Title: _____

Exhibit H

Subrecipient Monitoring Fulton County Community Development Block Grant Subrecipient 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 and HOME funds.

Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents who are lower income persons. 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 Subrecipient agreement with the County.

EXHIBIT I
SUBRECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN- example

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 Subrecipients.

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 and HOME program and to use this knowledge as the basis for structuring future CDBG/HOME activities.

The monitoring plan for appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR MONITORING

The Fulton County will conduct on-site (external) monitoring for all active federal program activities carried out by Subrecipients at least annually.

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

PROCESS FOR NOTIFYING SUBRECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify Subrecipients by mail of the time and date for their scheduled monitoring visit. In addition, Subrecipients 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 Subrecipient (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 monitoring checklists to be provided to the subrecipient.

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 Subrecipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the Subrecipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the Subrecipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each Subrecipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the Subrecipient 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 Subrecipient 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 Subrecipient
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 Subrecipient, those actions must be completed by the Subrecipient within the time frame mandated in the monitoring letter.

In the event that the Subrecipient 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 Subrecipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the Subrecipient will be withheld until the Subrecipient 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 Subrecipient 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 Subrecipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Subrecipient Monitoring Checklist

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

1.	Subrecipient activity being monitored (complete a separate checklist for each activity.)		
	CDBG/HOME 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 Subrecipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG/HOME funds financially obligated by Subrecipient:	\$
8.	Amount of CDBG/HOME funds expended by Subrecipient:	\$
9.	Amount of CDBG/HOME 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 Subrecipient during the past year. 			
13.	Does the Subrecipient 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 Subrecipient'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 Subrecipient to submit written Subrecipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No			
16.	If the answer to #14 is "yes", are the Subrecipient's written reports:			
	<table border="1"> <tr> <td data-bbox="232 1213 280 1255">a.</td> <td data-bbox="280 1213 1435 1255">Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="232 1255 280 1297">b.</td> <td data-bbox="280 1255 1435 1297">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.
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 Subrecipient 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"> <tr> <td data-bbox="232 1568 280 1610">a.</td> <td data-bbox="280 1568 1435 1610">Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="232 1610 280 1652">b.</td> <td data-bbox="280 1610 1435 1652">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.
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 Subrecipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what is the process for tracking, reporting, and using program income? 			
	Is the use of program income consistent with the terms of the written agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No			

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

27.	Has the Subrecipient used CDBG/HOME 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?												
	<table border="1"> <thead> <tr> <th><u>Type of Materials</u></th><th><u>Supplier</u></th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	<u>Type of Materials</u>	<u>Supplier</u>										
<u>Type of Materials</u>	<u>Supplier</u>												
29.	How were materials and supplies procured?												
30.	Has the Subrecipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No												
	<table border="1"> <thead> <tr> <th><u>Description of Project</u></th><th><u>Contractor</u></th><th><u>Contract Amount</u></th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table>	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>									
<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 Subrecipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No												
34.	Does the Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient officials?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
37.	Are appropriate time distribution records being maintained for all Subrecipient 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 Subrecipient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
39.	In reviewing the activities and costs charged by the Subrecipient, 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 Subrecipient 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 Subrecipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

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

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

Fulton County Community Development Department